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The Solicitors' Journal.

LONDON, JANUARY 13, 1871.

IT IS UNDERSTOOD that the Attorney-Generalship of the County Palatine of Durham, vacated by the recent elevation of Mr. Quain, Q.C., to the Bench, is to be conferred on Mr. Aspinall, Q.C., of the Home Circuit; also that Mr. John Bridge, of the Home Circuit, succeeds Mr. Harington in the Hammersmith and Wandsworth Police Courts. Mr. Harington, it will be remembered, was appointed police magistrate only a few weeks ago, upon the retirement of Mr. Dayman, and has since been transferred to the Northampton County Court, vacated by Mr. Ellis McTaggart, Mr. McTaggart taking at Marylebone the place of the late Mr. Blaine, who had sat for a few weeks only.

THE QUESTION so often discussed, whether county court fees are or are not excessive, has been again much before the public of late. On the one side it is said now, as it has often been said before, that the court fees in a county court are startlingly high compared with the amounts sued for. On the other hand, it is answered, as it has been answered a hundred times before, that if the court fees are high, all other fees are thereby more than proportionately lowered; and that the county court suitor receives from the county court services which no other suitor receives from any other court. Up to a point, we think the answer conclusive. As long as the county courts do for their suitors all that they now do, not only adjudicate upon their claims, but enforce their claims by execution, receive their payments, keep their accounts, and so on, it is difficult to see how the court fees can be lowered. And further, as to the great bulk of county court business, which consists of the recovery of very small claims from very poor and very ignorant people, it seems to us essential to the success of the county courts that the existing system—the banking system, as it is sometimes called—should be maintained. The practical question appears to us to be whether a line might not be drawn somewhere, and whether, in cases where the claim is large, and in which the parties are pretty generally able, from their position and education, to take care of themselves, they might not be left to do so, the labours of the county court officers being thus in such cases lightened, and the fees proportionately lowered.

IN THE MATTER of the disallowance by the Treasury of the costs of criminal prosecutions, the Warwickshire magistrates in Quarter Sessions have formally authorised a committee to instruct the clerk of the peace to move for a mandamus against the Lords of the Treasury on account of these disallowances, if on further consideration the committee should deem it expedient to adopt that course. We hope the Warwickshire committee will decide on applying for a mandamus, since, as we observed last week, this is by far the most practical method of dealing with the difficulty, much more practical than awaiting simply the uncertainties of Legislative attention to the matter. Moreover, if there be, as there appears to be, a legitimate remedy in the Court of Queen's Bench, the proper course must be to invoke that remedy. Above nine months ago, a mandamus was applied for, as our readers may remember, in the matter of certain disallowances made on Lancashire prosecutions. When that application came before the Court it resulted in no formal decision, in consequence of the Treasury "caving in" as to the payment of the particular items in question. But the Lord Justice expressed a strong disapprobation (*vide* report, 15 S. J. 472) of the Treasury interference.

THE CASE OF *Wainwright* v. *Jones*, which we reported from the Lancaster Chancery Court (V.C. Little) in our last issue, deserves to be noted by our readers. The suit was an administration suit, to administer generally the trusts of the will of a testator who had appointed four trustees and executors. Of these, two formally disclaimed; another, testator's widow, took a grant of probate, *durante viduitate*, and died. Leave was reserved to J., the fourth, to come in and prove. J. never did prove, but he intermeddled; and the question which V.C. Little was asked to decide, was whether under these circumstances a general administration decree could be made against J.; whether, in fact, he, as an executor who had intermeddled, but not proved, sufficiently represented the testator's estate for the purposes of a general administration. There is no lack of authority to show that a person named executor, who has intermeddled but not proved, may be sued by creditors to whom as executor *de jure* or *de facto* he has made himself responsible (see Wms. on Executors, 6th ed. 297). In the same book, a little further on, it is stated that "a bill may be filed against an executor before probate by a residuary legatee for an account of the estate and effects of the testator and to have the assets secured," the authority cited being *Blewitt* v. *Blewitt* (Younge, Ex. in Eq. 541), where, a bill of that kind being filed, Lord Lyndhurst overruled a demurrer that the bill did not allege probate to the executors, saying—"A distinction prevails in all cases between suits by and against executors. If executors elect to act, they are liable to be sued before probate, and cannot afterwards renounce." But the question raised in the Lancaster case concerned not merely a proceeding against the individual, but the general administration of the estate, and, as Vice Chancellor Little observed, the above scarcely by itself affords a *constat* that the Court will without probate proceed to a general administration. In a case of *Cummins* v. *Cummins* (3 Jo. & Lat. 64), decided in 1845 by Lord St. Leonards when Lord Chancellor of Ireland, considered the question "whether, when two persons have been named executors in a will, and the will has been proved by one of them, saving the right of the other to come in and take out probate, he can be made a defendant in a suit for the administration of assets, in the character of executor, without obtaining a fresh probate; and if he cannot, whether, having done an act which amounts to an acceptance of the executorship, and which would prevent him renouncing, he is properly made a defendant." Lord St. Leonards, after reviewing the authorities, held the law to be that probate to one of several executors named enures as a probate to all, to the extent that the others, though they have not joined in obtaining probate, continue executors without further probate; which means, of course, that the others have a right to act as executors if they choose, and that consequently the leave to come as usually reserved is unnecessary (see also Wms. *sup.* 366). It followed in sequence that an executor in such a case having accepted office by intermeddling, thereby became completely endowed with office and a sufficient representative in an administration proceeding. Curiously, this case, which was relied on by the Vice-

Chancellor in his judgment, is not referred to in the subsequent editions of Williams. The Vice-Chancellor accepted this decision as a solution of the question, but then came a further consideration—whether the Probate Act of 1858 had not by its 16th section reversed that state of law. This section enacts that "whenever an executor appointed in a will survives the testator, but dies without having taken probate . . . . the right of such person in respect of the executorship shall wholly cease, and the representation to the testator and the administration of his effects shall, and may, without any further renunciation go, devolve, and be committed in like manner as if such person had not been appointed executor." The Vice-Chancellor decided that this provision is not to be regarded as dealing with the case in which an executor who has not proved has yet intermeddled, and thereby, according to *Cummins* v. *Cummins*, accepted office. Probably when the Act was framed the acquisition of office by intermeddling after probate to another was not present to the mind of the draftsman. If the Act be construed literally such an executor dying without probate seems to become a mere executor *de son tort*.

We understand that the case is not likely to be appealed; and therefore we have thought it well to draw attention to the point involved, which is certainly one of much importance.

IT IS AN UNUSUALLY LONG TIME since any new Queen's Counsel have been appointed; many applications have been made, but the Lord Chancellor has not recommended her Majesty to increase the number of Q.C.'s. In the meantime, death and judicial appointments have removed many wearers of silk gowns, and as there are again this term many applications, it is thought in the profession that Lord Hatherley will at last "make some silks."

ON TUESDAY LAST the Inns of Court Volunteers had a "march out" at Wimbledon-common, where nearly four hours were occupied in battalion manœuvres. In the evening those members of the corps who had taken part in the Autumn Manœuvres dined together in the Inner Temple Hall, under the presidency of Mr. Bulwer, Q.C., the commanding officer of the corps, and who was also in command at the Camp of Exercise. Sir William Humphry, to whose battalion (1st Hants) the Inns of Court detachment was attached in camp, was present as a guest. The customary loyal toasts having been properly honoured, the healths of Sir William Humphry and of the 1st Hants Volunteers were received with great enthusiasm. Sir W. Humphry returned thanks, expressing the satisfaction experienced by his battalion and himself at being associated with the Inns of Court during the manœuvres. Besides the Inns of Court, a detachment of the 19th Middlesex (London working-men) was attached to the 1st Hants during the Autumn Manœuvres, standing next to the Inns of Court in the ranks, and their excellent drill and discipline were much applauded by both corps; their health was now given by Mr. Bulwer, and received enthusiastically. On all sides the determination was expressed that the Inns of Court should be again represented at the Autumn Manœuvres. The festivities ended, at about half-past ten, with the toast of the Benchers of the Inner Temple, who in a very praiseworthy spirit of encouragement to the camping members of the Devil's Own, had not only lent their hall, but given their wine, for the occasion.

EXECUTION AGAINST THE GOODS OF A TRADER.

Among the many important and difficult questions arising upon the Bankruptcy Act, 1869, few are more so than those, which are now beginning to recur with considerable frequency, as to the exact nature and effect of the act of bankruptcy committed by a trader, upon whose goods execution is levied for a debt of fifty pounds.

By section 6, sub-section 5, of the Act, one of the acts of bankruptcy which may be alleged in a petition is, "that execution issued against the debtor, on any legal process for the purpose of obtaining payment of not less than fifty pounds, has, in the case of a trader, been *levied by seizure and sale* of his goods." The corresponding section of the Act of 1861, section 73, said, "If any execution shall be *levied by seizure and sale* of any of the goods and chattels of any trader debtor upon any judgment recovered in any action personal, for the recovery of any debt or money demand exceeding fifty pounds, every such debtor shall be deemed *to have committed an act of bankruptcy from the date of the seizure of such goods and chattels.*" The difference between the two sections is obvious. In the older section the act of bankruptcy is by express enactment to relate back to the seizure, and to be treated as if then completed. In the present section there is no such provision. Under the present law, then, at what point of time is the act of bankruptcy to be taken to have occurred? What is the commencement of the bankruptcy? the time of the seizure or the time of the sale? How important this question is we shall show presently. At present we wish to consider the principles upon which it ought to be answered.

If a crime or an act of bankruptcy is by law to be made up of two acts, one to follow the other, there is in fact no crime or no act of bankruptcy committed till both those acts are done. And it would seem to require some legislative enactment to authorise us in afterwards treating the crime or act of bankruptcy as completed before the time at which it was in fact completed. When, therefore, the act of bankruptcy consists of seizure and sale, it would seem that, as no act of bankruptcy is in fact completed till the sale, the commencement of the bankruptcy should *primâ facie* be the date of the sale. It has been suggested, however, that by some implied relation the act of bankruptcy may be treated as having occurred at the time when it was commenced, the date of the seizure, instead of the time when it was completed, the date of the sale. And the case of *King* v. *Leith*, 2 T. R. 141, has sometimes been cited as an authority for such an implied relation. The act of bankruptcy there in question consisted in being arrested for debt, and lying in prison for two months. And it was, no doubt, held that the act of bankruptcy, when completed by lying in prison the two months, related back to the arrest. To any one who merely reads Messrs. Durnford & East's report, the case might well seem an authority for an implied relation. But, unfortunately, those learned men, but most slovenly reporters, fell into the common fault of reporting a decision on a statute without setting out its terms. The section in question was section 2 of 21 Jac. 1, c. 19; and by it a debtor who being arrested for debt should lie in prison for two months or more was to be accounted and adjudged a bankrupt "*from the time of his first arrest.*" There being, therefore, express words of relation, there neither was nor could be any question as to implied relation. On the other hand, section 5 of 6 Geo. 4, c. 16 made it an act of bankruptcy to be arrested, and lie in prison for twenty-one days. This section shortened the time of lying in prison; but in all other respects it was similar to the older one, except that it contained no words of relation. And under it the bankruptcy was held not to relate back to the arrest, but to date from the end of the twenty-one days: *Higgins* v. *McAdam*, 3 Y. & J. 1; *Moser* v. *Newman*, 6 Bing. 556. The judgments in the last-mentioned case, though brief, are extremely instructive. Thus, Park, J. points out, "when we observe the Legislature sometimes inserting and sometimes omitting the clause of relation, we must presume their attention has been drawn to the point, and that the last omission at least is designed;" and so Bosanquet, J., "The

courts are cautious in giving to any act a retrospective effect by relation; and seeing that this clause has been omitted after this previous insertions, we must consider the omission designed." These decisions appear to us in accordance with sound principle; and unless their authority is to be repudiated, they seem conclusive upon the present question. If so, in the case of the seizure and sale of a trader's goods for a debt of fifty pounds, the commencement of the bankruptcy is the date of the sale, not of the seizure.

If this view prevail, it will follow that the title of the trustees can only relate back to the sale, and that transactions with the bankrupt in the interim between seizure and sale will ordinarily be valid; and many other consequences of great importance will ensue.

But upon this, as upon so many other points, the main controversies are sure always to be between the trustee in bankruptcy and the execution creditor. The execution creditor's rights, such as they are, are complete upon seizure. And if the title of the trustee only relates back to the sale, it follows upon the principle of *Slater* v. *Pinder* (19 W. R. 778), and *Ex parte Rock* (19 W. R. 1129), that though the seizure and sale is an act of bankruptcy, still (subject only to the provisions of section 87) the execution creditor's title must prevail. And were it not for section 87, a great injustice would be done. But section 87 steps in and provides, as it seems to us, a convenient and efficient remedy, doing justice to all parties; leaving the sheriff safe, giving a fair opportunity to any creditor injured to step in and protect himself, and at the same time saving the execution creditor from an indefinite period of suspense. It directs that in every case of such an execution, the sheriff shall hold the proceeds of the sale in his hands for fourteen days; if during that time a petition for adjudication is presented, and notice is given to the sheriff, he is to hold the proceeds of the sale for the trustee; otherwise he is to deal with them in the ordinary way. The result of the whole upon our view is, that the seizure and sale are, when completed, and from the completion, an act of bankruptcy, available to any creditor, like any other act of bankruptcy; that nevertheless, unless proceedings be taken under section 87, the execution creditor will get the fruits of the execution; that any creditor who chooses may step in under that section and defeat him; that the sheriff following that section is in any case safe, the execution being good unless defeated according to its terms; and, therefore, no words for the protection of the sheriff, such as those in section 73 of the Act of 1861, are needed or inserted, an omission wholly unaccountable upon any other view.

It follows from what we have said, that some of the views lately propounded by several of the county court judges, and of the London registrars, are in our opinion unsound. In the late case of *Re Lynch*, in the Newcastle County Court (reported *ante*, p. 121), the decision was very probably right. If a petition by a debtor for liquidation be a petition within the meaning of section 87, then it would seem that upon the facts of the case the sheriff ought, by section 87, to have held the money in question for the trustee in liquidation; and upon that view the order made was the right one. But, not content with this ground of decision, the learned judge further lays down that "by section 6, sub-section 5, of the Act, it is enacted that execution issued against the debtor on any legal process for the purpose of obtaining judgment of not less than £50, is, in the case of a trader, an act of bankruptcy. Thus the act of the execution creditor in such a case *ipso facto* defeats itself." This sentence, if we be right, embodies an entire misapprehension of the law. In *Ex parte Morris*, before Mr. Registrar Pepys, reported *ante* p. 148, the ultimate order made was, under section 87, probably right. But a prior order, which appears to have been made in that case, restraining the sheriff, was, if our view be the true one, wrong. The proper course would have been to have left the sheriff to act upon section 87, to sell, and retain the proceeds for fourteen days.

BEQUESTS TO PARENTS AND CHILDREN.

Bequests of this sort, usually occurring in wills made without professional aid, are susceptible of four possible constructions, according to the language of the testator, and his presumable intention, gathered from the whole will. Such bequests may be construed either as bequests to the parent for life, with remainder to his children, or as bequests to the parent and children concurrently; or as bequests to the parent, with a discretionary trust for the children; or as bequests to the parent absolutely, coupled with some sort of obligation. It may be of service if we attempt to classify the cases under these heads; premising that in these, as in all other cases of wills, the only subject to be considered is the effect of the words employed (*Surtees* v. *Surtees*, 19 W. R. 1043), so that authorities are seldom of much value where the words are not similar.

The rule in *Wild's case* (6 Rep. 16) comes to this: that if there be a simple gift to J. S. and his children, and there be children living at the time, J. S. and his children take concurrently; but if there be no children, then J. S. takes the whole for life, with remainder to his children, if any. *Wild's case*, however, is not regarded as applicable to personal estate (*Audsley* v. *Horn*, 7 W. R. 125, 26 Beav. 195), nor does it apply to real estate, if there be superadded words importing a settlement, or indicating an intention that the parent shall take but for life (*Mason* v. *Clarke*, 1 W. R. 297, 17 Beav. 126).

As a general rule, where a mother and her children are the objects of a bequest, the Court will consider the limitation as a gift to her for life, with remainder to her children. At all events, the leaning of the Court at the present day is towards this construction, but we shall presently advert to some cases where the contrary view has been taken. In an old case (*Crawford* v. *Trotter*, 4 Mad. 361), where a legacy was given "to Lady Scott and her heirs (say children)" it was held that she took but a life interest, the word "heirs" importing that her children were to take after her. In *Danson* v. *Bourne* (16 Beav. 29), where the gift was "to the testator's nieces A. and B. and their children, free from the control of their respective husbands, unless his nieces, or either of them, should die without issue"; and in *Jefferys* v. *De Vitre* (24 Beav. 296), where the gift was to a married woman "for the benefit of herself and such children as she then had, or might thereafter have, by her then husband, free from his control," the Master of the Rolls effectuated the apparent intention of the testator by giving life estates only to the parents. The principle recognised in these cases was followed in *Audsley* v. *Horn* (*sup.*), where the gift was of leaseholds, after the expiration of a life interest therein, to A. and her children. In *Crockett* v. *Crockett* (2 Ph. 553), a case to which we shall presently have to refer on another point, the testator gave all his property to be at the disposal of his widow for herself and children. Sir J. Wigram held it a gift to the widow absolutely, but Lord Cottenham, L.C., on appeal, held that it went to the widow for life, with remainder to her children. A similar decision to the above will be found in *Ward* v. *Grey* (7 W. R. 569, 26 Beav. 485), where the gift was "to A. and her children," in a subsequent part of the will expressed as a gift to "A. and her family." The decision in *Vaughan* v. *Lord Headfort* (10 Sim. 639), where the gift was "to Lord H. and his children to be secured for their benefit," that Lord H. took for life only, was put on the use of the word secured, implying that they were to succeed him in the enjoyment of it. Proceeding to more recent cases, *Armstrong* v. *Armstrong* (17 W. R. 570, L. R. 7 Eq. 518), where the gift was "to the widow absolutely, for the benefit of herself and

children," Vice-Chancellor James intimated a clear opinion, although it was not necessary to decide the point, that the widow took a life interest, with remainder to her children as joint tenants; and we find express decisions to the same effect by Vice-Chancellor Wickens in *Re Owen's Trusts* (L. R. 12 Eq. 316), where the gift was "to M. and such of her children as shall attain twenty-one," and by Vice-Chancellor Malins in *Newill* v. *Newill* (19 W. R. 1001, L. R. 12 Eq. 432), where the gift was to the widow "for the use and benefit of herself and of all the testator's children."

It is pretty clear, therefore, that the current of authority runs in favour of cutting down the interest of the parent under such gifts to a life interest, as being in general the best way to effectuate the presumable intention of testators to leave their widows with a provision which will enable them to maintain and educate the children. In such cases the children will take as joint tenants after the decease of their mother, unless there be a context importing words of severance. In *Re Phene's Trusts* (16 W. R. Ch. Dig. 146, L. R. 5 Eq. 346), where the gift was to executors upon trust for the benefit of M. for life, and after her death "in trust for the benefit of her children, to do that which the executors might think most to their advantage," the Master of the Rolls held it a tenancy in common, thinking that a power of dividing the property was given to the executors; but in *Armstrong* v. *Armstrong* (17 W. R. 570, L. R. 7 Eq. 518), where the testator gave his entire personalty to his wife for the benefit of herself and children, Vice-Chancellor James held that the children took as joint tenants, with an inclination to hold that the wife took a life interest, with remainder to her children. In *Ward* v. *Grey* (*sup.*) a power of appointment amongst the children was supplied in favour of the wife; but that is the only instance of the kind.

There is a second and less numerous class of cases, some of which, perhaps, are scarcely reconcileable with the current of recent authorities in which the parent and children have taken concurrently. In *Jubber* v. *Jubber* (9 Sim. 503), where the testator gave to his widow the use of all his property, for the benefit of herself and unmarried children, that they might be comfortably provided for so long as she should live, and after her death disposed of it amongst all his children, the decision was that the widow and the children who were unmarried at the death of the testator were entitled equally to the income of the property during the widow's life; and the Vice-Chancellor (Sir Lancelot Shadwell) inclined to think that it was a tenancy in common, but made no declaration to that effect. There were special grounds in this case, but in *De Witte* v. *De Witte* (11 Sim. 41), where the gift was in trust for the testator's daughter Sarah and her children, independent of her husband, and her receipts to be good discharges, the Vice-Chancellor decided that they took concurrently. The report of the case is brief, but it appears that in preceding parts of the will express life interests were given to the testator's daughter, with remainder to the children, which *may* have been the reason why the point was so decided, though it does not appear from the report. At all events, we do not see how *De Witte* v. *De Witte* can stand with *Newill* v. *Newill* (*sup.*), yet it must not be forgotten that *De Witte* v. *De Witte* was noticed without disapproval by Lord Cottenham in *Crockett* v. *Crockett*, and followed by the Master of the Rolls in *Bibby* v. *Thompson* (32 Beav. 646); *De Witte* v. *De Witte*, moreover, was followed by Lord Langdale in *Bustard* v. *Saunders* (7 Beav. 92), where a sum of money had been remitted from India "to be secured for the benefit of" a married woman and her children.

In *Bibby* v. *Thompson* (*sup.*) the bequest was to the widow of the testator, to be applied by her for the payment of his lawful debts, and the residue for her own benefit and that of her daughters, and the Master of the Rolls ultimately decided that the gift of the residue secured for the benefit of the widow and her daughter equally, regarding the widow as a trustee for her own benefit and that of her daughters.

There is a third class of cases where a trust for the children has been implied under a gift in qualified language to the parent. The interpretation of the gift in such cases may range from an absolute benefit to the parent, as where a legacy is given for the maintenance of a child (*Andrews* v. *Partington*, 5 Bro. C. C. 60), to a trust for the benefit of the children, under which the parent takes no beneficial interest whatever. The tendency at the present day is against interposing a trust (*Lambe* v. *Eames*, 19 W. R. 659, L. R. 6 Ch. 597), and in favour of treating the parent as a beneficiary; subject perhaps to some moral or short of legal obligation in favour of the children. In *Jones* v. *Greatwood* (16 Beav. 527), where the residue was given in trust to permit the testator's widow to carry on the trade for her own benefit, and to enable her to bring up, maintain, and educate the children during her widowhood, the Court held that the widow was absolutely entitled to the business, and refused to imply a trust; but it would have been a violation, as we submit, of the testator's plainest wish if the Court had decided otherwise. There are, however, cases where the testator has rendered it impossible for any private opinion to decide whether his intention was to create an equitable trust or a moral obligation. In the leading case of *Crockett* v. *Crockett* (2 Pho. 553), which illustrates the difficulty of determining what precise interest it was intended to give, the testator said that "every part of my property shall be at the disposal of" his wife "for the benefit of herself and children," and it was held that no joint tenancy was created, but that the widow, though not entitled absolutely, had a personal interest in the property, and as between herself and her children was either a trustee with a large discretion as to the application of the fund, or had a power of appointing it in favour of her children subject to her own life interest in it, leaving the precise nature of her children's interest to be determined after her death. In *Raikes* v. *Ward* (1 Ha. 445), where the gift was to the widow of the testator to the intent that she might dispose of the same for the benefit of herself and their children in such manner as she might deem it most advantageous, Vice-Chancellor Wigram held that the widow did not take absolutely; and added that to whatever extent she or the children might have an interest in the fund, the Court would not interfere with the honest exercise of the discretion which the testator had vested in her. And in *Costobadie* v. *Costobadie* (6 Ha. 418), where the gift was to apply the property "to or for the use of my wife and the children of my marriage according to her own discretion," and in *Godfrey* v. *Godfrey* (11 W. R. 554), where the bequest to the widow was accompanied by a wish that it should be used "as to her seemeth best, for her own and her children's welfare," it was held that the children took an interest, leaving open until the death of the parent the question as to the precise nature of the children's interest. Where there is a trust, it is clear that all which remains at the parent's death must go among the children (*Re Parkinson's Trusts*, 1 Sim. N. S. 242), but where there is only an obligation this need not be the case (*Lambe* v. *Eames*, *sup*).

In *Longmore* v. *Elcum* (1 G. & C. C. C. 363), where the trust was to permit the widow to receive the income for her own use and benefit, and for the maintenance and education of her children by the testator, the Court held that a trust was created for the maintenance and education of the children generally, and not determinable at their respective ages of twenty-one or days of marriage, but with a discretion reposed in her as to the mode of executing such trusts. The Court

will not in general direct an inquiry as to the mode in which such discretion has been exercised, unless at the request and for the protection of the parent exercising it (*Raikes* v. *Ward*, *sup.*). And in *Scott* v. *Key* (18 W. R. 1030), where the gift was to the testator's widow, "to be at her sole and entire disposal for the maintenance of herself and child," the Master of the Rolls held that the plaintiff was entitled to a life interest in the fund, with an absolute and uncontrolled discretion as to her dealings with it, so long as her child was maintained; and that the Court would not enquire how that was done.

We cannot here enter on the subject of precatory trusts. Suffice it to observe that, wherever in the above cases a trust has been implied for the children, it has usually been regarded as of a discretionary nature, and not subject to the interference of the Court as regards its exercise. But the tendency is against interposing trusts, where none are expressly created (see as to this Lord Justice James in *Lambe* v. *Eames*, *sup.*), and the intention of a testator will often be best effectuated by regarding the gift to the parent as coupled with a moral obligation rather than subjected to a trust.

In *Byne* v. *Blackburn* (6 W. R. 861, 26 Beav. 41), the dividends of a fund were made payable after the death of a married woman to her husband during his life, nevertheless to be by him applied for the maintenance of their children. There was an ultimate gift to the children, yet the Court held that he took the dividends beneficially to assist him in the performance of his parental duties and not as a trustee for that purpose. And in *Lambe* v. *Eames* (*sup.*) where the testator gave his estate to his widow to be at her disposal in any way she might think best for the benefit of herself and family, the Lord Justices held that she took absolutely, admitting that there might be some obligation on the part of the widow, but which could not be extended into a trust. The words of the gift "to be at her disposal" imported a power to sell the corpus and spend it, and it was considered that in giving a part of the fund to an illegitimate child of one of the testator's sons, the widow had not gone beyond what she was entitled to do by the terms of the gift.

RECENT DECISIONS.

EQUITY.

MORTGAGE LEASEHOLDS—SALE BY MORTGAGEE UNDER TRUSTEES' AND MORTGAGEES' ACT.

Hiatt v. *Hillman*, M.R., 19 W. R. 695.

This case ought not to pass unnoticed, one of the points decided by the Master of the Rolls being of much importance in matters of conveyancing. Sections 11 to 16 of the Trustees' and Mortgagees' Act (23 & 24 Vict. c. 145) render certain powers of sale, &c., usually inserted in mortgage-deeds, incident to the estate of a mortgagee; and section 15 says that "the person exercising the power of sale hereby conferred, shall have power by deed to convey or assign to and vest in the purchaser the property sold, for all the estate and interest therein which the person who created the charge had power to dispose of, except that in the case of copyhold hereditaments the beneficial interest only shall be conveyed to and vested in the purchaser by such deed."

In *Hiatt* v. *Hillman* leaseholds had been mortgaged by demise, for the original term minus one day, according to the practice which is usual when it is desired that the mortgagee of leaseholds should not become subject to the covenants of the lease. The Master of the Rolls held that the section above cited, naming as it does "all the estate or interest of the person who created the charge," enabled the mortgagees to assign to the purchaser on a sale, *the whole of the original term*, and not merely the term demised; so that in point of fact the mortgagees were held able to make a good title to one day not included in their mortgage. It is right to add that this decision was not made *in invitos* against the mortgagors; the mortgagors do not seem to have raised any objection, and the opposition was only an objection to the title raised by the purchaser. It seems now that there is no likelihood of any appeal against the decision, and we must, therefore, recommend conveyancers to note it. We are informed that the eminent conveyancer who drafted the Act states that the Act was certainly not intended to have the operation thus given to it, but, at the same time, it may be one thing to draw an Act, and another to say what its effect will be.

COMMON LAW.

COVENANT FOR TITLE.

Coates v. *Colins*, Ex. Ch., 20 W. R. 137.

The decision of a Court of appeal brings with it always at least one source of satisfaction—the knowledge that it can be safely acted on. The judgment of the Exchequer Chamber, therefore, affirming the judgment of the majority of the Court of Queen's Bench (commented on 15 S. J. 898) has the advantage of making it safe to advise in conformity with the opinion so confirmed. The opinion of the Court above seems to have been principally based on the following passage from Rolle's Abr., Parolls, D. 2 (ii. 249):—"If a lease for years be made to A., determinable on the lives of B., C., and D., and afterwards B. dies, and then A. assigns to E., and then E., by indenture, reciting the said lease *and the death of B.*, and the assignment to him by this indenture, assigns the term to F., and covenants with him that he is legally possessed of *all the premises* of a good and sufficient estate *for the residue of the said term then to come*, if the said C. and D. or either of them shall happen so long to live, and they the said C. and D. are yet in full life,' although the words are not, 'and (that) the said C. and D. are yet in full life,' still this is implied by the words, and this ought to be a separate covenant, or otherwise this latter part will be void and to no effect: Tr. 11, Car. B. R. between *Basket* v. *Scot*, adjudged on a demurrer, where the breach was assigned, that C. was dead at the time of the assignment made to him (F.) and the word 'that' was added to the other words in the declaration, and the defendant demands oyer of the indenture which was entered *in hæc verba*, where the said word 'that' was not; still, inasmuch as this was not more than the law implies, it was adjudged good." The inference is clear that, inasmuch as in action on a covenant it was held that the word "that" might be supplied where the sense of the context required it (and without it the following words must have depended on the preceding "if," and made the whole sentence nonsense), *therefore* a covenant that a lease is a subsisting lease for certain lives means only that it is a subsisting lease, *and* that it was originally granted for those lives. Those who are not familiar with the application of black letter law (we need scarcely say that it was Willes, J., who drew forth this sacred treasure from its hiding-place), will fail to see the full force of the argument, and will be glad to have their faith rested on the more secure footing of the judgment of the Exchequer Chamber, which may be reasonable, but must be law.

RATING—SEPARATE TENEMENT.

Queen v. *St. George's Union Assessment Committee*, Q.B., 20 W. R. 179.

It was held in this case that 117 suites of rooms, into which seven blocks of buildings in Westminster were divided, were separately rateable; and the decision of the assessment session, which had substituted the blocks as the rateable property, was reversed. The case follows the decisions in *Pitts* v. *Smedley* (7 M. & G. 85), *Henriette* v. *Booth* (12 W. R. 173, 15 C. B. N. S. 500),

and *Queen* v. *Smith* (9 W. R. Com. Law Dig. 77, 3 E. & G. 383). It is also in accordance with the case of *Stamper* v. *Sunderland Overseers* (L. R. 3 C. P., 588 16 W. R. 1063), where it was held that but for the peculiar language of 30 & 31 Vict. c. 102, s. 7, the premises in question would have been separately rateable: and where, moreover, while deciding that (as being rooms in a house "wholly let out in apartments or lodgings") they fell within the proviso in that section, the Court expressly said that the decision would not apply to the case of rooms let out in the same way as sets of chambers in the Inns of Court. Such was the position of the rooms here, for though there was (besides an outer door to each set) a staircase and an outer door common to all, there was no landlord resident upon the premises, and the porter in charge of the key of the outer door was the servant of the tenants. These circumstances, however, though so often relied on in rating and in voting cases, are plainly of a subordinate and merely evidentiary value. The question is, as it was put in *Pitts* v. *Smedley* (*ubi sup.*), *Cook* v. *Humber* (11 C. B. N. S. 33, 10 W. R. 427), *Roads* v. *Trumpington Overseers* (L. R. 6 Q. B. 56, 19 W. R. Com. Law Dig. 61); and the present case, what is the nature of the occupation? does it give exclusive possession? and tried by that test, the separate sets of apartments here were evidently distinct tenements. The case, which was decided under the Metropolis Valuation Acts, stands clear of the troublesome question raised in *Stamper* v. *Sunderland Overseers* (*ubi sup.*), as well as of that raised in *Cook* v. *Humber*, as to *structural severance*, which turned upon the use of the word "house" with respect to parliamentary qualification; but from what is said in those cases it seems clear that the Court would have held the suites of rooms here to answer the description of "houses," and not of "lodgings," within the meaning of the Acts regulating the franchise.

Action against Sheriff—Action of Tort.

Stimson v. *Farnham*, Q.B., 20 W. R. 183.

This case decides that an action is not maintainable against a sheriff for neglect in any part of his duty to an execution creditor, unless damage can be shown to have resulted from the neglect. This is in conformity with previous decisions. In *Williams* v. *Mostyn* (4 M. & W. 145), indeed, it was said that, for the escape of a debtor taken in execution, an action would lie without any proof of damage (see p. 153). This appears to have rested on a principle which will be referred to below; but the decision in the same case was, that no such action would lie without proof of damage where the arrest was only on mesne process; and the same was held with respect to actions for not seizing and for a false return, in *Wylie* v. *Birch* (4 Q. B. 566), *Remmett* v. *Lawrence* (15 Q. B. 1004), and *Levi* v. *Hale* (8 W. R. 126, 29 L. J. C. P. 127). The action in the present case was in a double form—for not levying, and for a false return. Under the latter count the cases cited above were in point; as to the former, the plaintiff sought to use the sheriff's return as conclusive evidence against him, and as establishing, without power in the sheriff to controvert it, that he might have levied successfully, inasmuch as his return stated (though incorrectly) that he had levied on the goods of the execution debtor, and showed no sufficient excuse for not realising; under this second count, therefore, the false return was not the basis of the action, but was only relied upon as conclusive evidence against the sheriff, that he might have levied with success. But this same point of estoppel (which was the second point in this case) had in effect arisen in the cases referred to; for in those cases the plaintiff, while charging the sheriff with making a false return, had sought to use that very return against him for the purpose of showing damage. It had also been decided in *Brydger* v. *Williams* (6 M. & S. 42). That the sheriff therefore was not, in an action brought against him, concluded by his return, had (as well as the other point) been already established by authority. The distinction, however, was here expressly taken by the Court between an action against the sheriff, where he was not bound by his return, and proceedings in the original action to obtain the benefit of what the sheriff had done, and where in some cases he had been held estopped by his own statement; and the Court seemed to admit that in the latter case the estoppel would operate. It cannot be assumed, however, notwithstanding *Mildmay* v. *Smith* (2 Wm. Saund. 338, 343), and *Clark* v. *Withers* (2 Lord Raym. 1075), and the case of *Atkinson* v. *Atkinson* (Cro. Eliz. 390), referred to by Blackburn, J. (which does not really establish the point for which it is cited), that even in proceedings in the original action the sheriff is in all cases estopped; for from what is said in *Field* v. *Smith* (2 M. & W. 188), it seems that, even without having applied to amend his return, the sheriff would there have been allowed to show that it was mistaken, if he had not been guilty of some negligence, and if too long a time had not elapsed.

The general principle, as expressed by Cockburn, C.J., and Mellor, J., on which the Court proceeded in giving judgment in the present case was, that to support an action of tort, there must be, in addition to the commission of the wrong, some actual resulting damage, unless damage is implied by law. The phraseology of this rule is open to criticism, and it will not be found easy to express the result in perfectly exact terms. The use of the word "wrong" is ambiguous; and to except cases where damage is "implied by law," is only to except a list of instances. But it will be nearly or quite correct to say, that damage is implied wherever a right of property is violated; that in all other cases damage must be proved. It may be objected to this that it is defining in a circle, and amounts to calling every right, not resting in contract, a property right, if the violation of it imports damage. But the true view is that a property right implies the existence of some defined thing or condition of which the aggrieved person is owner, or which is proper to him; something which he has a right to possess or enjoy in its entirety. An invasion of that thing or condition in any degree is of necessity an infraction of his right, and in that sense imports damage, that is, damage to, or loss or diminution of that full enjoyment of the thing or condition which the law gives him. But in the cases where some advantage is to be obtained by a person, or some loss avoided, through the action of another on whom a non-contractual duty is laid, his whole interest in the performance of the duty is the advantage which would be obtained, or the freedom from loss which would be secured by its performance. If, therefore, no advantage would have been in fact obtained by the action of the person so obliged, and no loss was incurred by his non-performance, the other's interest in its performance (*quod interfuit ejus ut perficiatur*) is not injured. Thus, for instance, in the case of false representation, there is no external thing or condition owned by the person to whom the false statement is made which can be said to be invaded; unless, therefore, he has been induced to alter his position by the false statement, and loss has ensued from his doing so, he cannot maintain an action for the mere violation of truth, which, so far as he is concerned, has had no injurious effect upon his circumstances, but only upon the state of his own mind, a matter of which by itself the law does not take cognisance. The only instance probably where any difficulty occurs in applying this test, is in the case of slander as compared with libel; and here the reason for refusing an action for words injuriously spoken without actual damage (subject to the known exceptions) is, that the condition of good repute which the plaintiff is entitled to is not (without proof) assumed to be capable of being disturbed by mere spoken words.

This general distinction appears to explain the dictum above referred to in *Williams* v. *Mostyn*; the debtor taken in execution represented in his own person the creditor's interest in the debt, so that the creditor had a kind of property right in his body.

COURTS.

THE ALBERT LIFE ASSURANCE ARBITRATION.*

(Before Lord CAIRNS.)

June 22.—*Partridge* v. *The Albert Life Assurance Company.*

Company—Winding up—Contributory—Fraudulent misrepresentation—Claim by a purchaser of shares in a company against the directors for misrepresentation.

In March, 1869, *P. wrote to the secretary of the A. Company, making certain inquiries as to the state of the company. He received a letter in reply signed by the secretary, and giving, as P. alleged, an untrue account of the state of the company. A report for the year* 1867 *was enclosed in the secretary's letter. P. thereupon purchased shares in the company. Just before the winding up of the company in September*, 1869, *P. filed a bill against the company and against the directors, alleging that he had been induced by the fraudulent misrepresentations of the officers of the company to purchase shares, and praying that the company or the directors might be ordered to repay him the price of the shares, and to indemnify him for all calls, &c. P.'s enquiry had been communicated by the secretary to the manager, but it did not appear that the correspondence between P. and the secretary had been brought to the knowledge of the directors. It having been decided that P.'s name must be placed on the list of contributories,*

Held, that the answering of enquiries such as those addressed by P. to the secretary did not fall within the business of the company deputed to the manager and secretary, and consequently that in the absence of proof connecting the directors personally with the replies made to P., no action or suit for misrepresentation could be maintained against them.

It being then argued that the directors were responsible for the statements made in the report, the arbitrator, after receiving evidence on this point, decided that the report did not contain the misrepresentations alleged by the plaintiff.

In March, 1869, Mr. William Partridge, hearing that the market value of shares in the Albert Company, with £3 paid up, was 7s. 6d. per share, wrote to the secretary of the company as follows:—

"2nd March, 1869.

"Dear Sir,—I have been offered 50 shares in the Albert Life Assurance Company (£3 paid) by a broker, at a depreciation in price so great and serious that I hesitate to take them for fear that a call may be impending or probable, or that there is something in the company which makes shareholders determined to get out at any sacrifice. Can you, consistently with your duties to the company, give me any reassuring information on these points, in which case I should take shares. Perhaps you will favour me with your last report and balance-sheet. I am, &c.,

"WM. PARTRIDGE."

On the 4th March, 1869, the secretary wrote in reply, "All letters on business to be addressed to the secretary, Albert Life Assurance Company, 7, Waterloo-place, London. Dear Sir,—In reply to your favour of the 2nd instant, I beg to state that the reason of the shares being sold at so low a figure, is that the sales have been confined to the open Stock Exchange, where none but dealers attend, and these do not bid against each other. The only explanation we can give of parties selling their shares by auction at such nominal prices is that at the present time everybody is getting rid of shares of all kinds in which there exists any liability at all; and thus our shares, which carry a liability of £17, are disposed of to dealers at almost any price. I enclose you a copy of our last report, but am unable to send you balance-sheet, as it is not in print. The report for the year 1868 will not be ready until after the general meeting, which is usually held about the middle of the year.—I am, &c., FRANK EASUM, Secretary."

In this letter was enclosed a printed copy of the report of the directors for the year 1867, and which was presented to the general meeting on the 26th August, 1868. This report stated *inter alia* that the capital of the company was £500,000, fully subscribed by over fifty shareholders; that during the year 2,073 proposals were received for assuring the sum of £881,110, of which 1,637 were accepted; and policies were issued assuring £644,085, producing new annual premiums to the amount of £28,863 12s. 9d.; that the premiums for the year amounted to £317,033 4s.; that there were 514 deaths during the year, the claims in respect of which amounted to £220,196 4s. 9d.; that the directors were glad to be able to report that, notwithstanding the general stagnation in trade that had marked the year, a considerable increase in the new business had been effected; that the amount of new premium income exceeded that of 1866 by nearly £5,800—an increase of about 20 per cent. That the operations of the branches in India were highly satisfactory; that the company had been brought into, and was then maintaining, a high position; that the chairman laid upon the table the report of the Securities Committee, and described the same as very satisfactory; that the company had been eased of considerable liabilities by the deaths during the year of annuitants and old policyholders; and that the assets of the company, including the value of premiums on the 31st December, 1867, exceeded four-and-a-half millions sterling.

On the 5th March, 1869, Mr. Partridge again wrote:—I am much obliged by your letter of yesterday as to the causes of the great depreciation in the shares of your company, which I daresay is owing to the large amount of unpaid or uncalled capital. You have not said whether a call is impending, or in your opinion probable, as that is the point that would guide and decide me as to going into your company as a shareholder. I certainly am rather surprised at your company not publishing its balance-sheet yearly to the shareholders, showing the details of the receipts and payments, and the amount added to the insurance fund to meet accruing liabilities.—I am, &c., WM. PARTRIDGE."

Mr. Easum replied.—"No call ever has been made beyond the original amount paid on the shares—viz, £3. Neither is there any call in contemplation; but of course I could not bind myself to say no call will ever be made."

After this correspondence the plaintiff, William Partridge, in the months of March and April, 1869, bought 400 shares in the Albert Company, and 300 of them were placed in his own name, and 100 in the name of his brother, John Partridge.

The company was ordered to be wound up on the 17th of September, 1869.

The first question was as to whether the Messrs. Partridge were to be settled on the list of contributories.

Gill, for Messrs Partridge, contended that they ought not, and referred to *Henderson* v. *Lacon*, L. R. 5 Eq. 249, 16 W. R. 328.

Lord CAIRNS.—There can be no doubt at all that these gentlemen must be put on the list, whatever personal rights they may have against others for misrepresentation—against any one who did misrepresent to them.

The bill in the suit of *Partridge* v. *Albert Life Assurance Company* was a suit in which the bill was filed by Messrs. Partridge, on the 16th September, 1869, against the Albert Company and also against the directors of the Albert Company as defendants. The bill alleged that the plaintiffs had been induced by the fraudulent misrepresentations of the officers of the company to purchase 400 shares in the company, and it was prayed that the company or the directors, or some or one of them, might be ordered to repay to the plaintiffs the sum of £129 5s. paid for these 400 shares, and to indemnify the plaintiffs in respect of all calls, &c., in respect of the shares. By an order of the 18th April, 1870, made by Vice-Chancellor James, the bill was dismissed as against the company, on the ground that all the relief which the plaintiffs prayed for, could be obtained under the winding up.

Gill, for the plaintiffs.—It is quite clear that the Messrs. Partridge bought their shares relying on the good faith of the directors. These directors, or their officers, misrepresented the state of the company, and it is a very old principle in equity, that if a representation be made by any one to another person going to deal in a matter of interest on the faith of that representation, the former is liable to make good that representation, if he knew it to be false. In *Henderson* v. *Lacon* (*ubi sup.*) there was a misrepresentation in the prospectus, and it was held that this overthrew the contract between the plaintiff and the company.

Lord CAIRNS.—Here you cannot overthrow the contract. You admit you are a shareholder, and the shares are yours: the contract stands. You are proceeding by way of an action for damages for something said to you on the occasion of your entering into a contract with a third person, which contract you cannot disturb.

Gill.—I cannot disturb it as between myself and a third party; but inasmuch as the directors themselves, by their

* Reported by Richard Murrack, Esq., Barrister-at-Law.

statement in a matter relating to their own acts, which they were bound to know, misled me into entering into a contract with a third person, I am not obliged to go to law for relief, but am entitled to relief in equity.

Lord CAIRNS.—If you can show me any authority, I shall be very glad. If you were at law, you would have another difficulty. You can consider both points together. If you were suing in an action against the directors, your case is that Mr. Easum made certain statements to you. Mr. Easum is the secretary of the company, to attend at the office and transact the business of the company, and as such he may represent the directors for all purposes of that kind. Can he possibly represent the directors for the purpose of making a statement not in the course of any business of the company? However, the first thing for you now to do is to show me some case in which it has been held in a court of equity that you are entitled to sue for damages as you are doing here.

Gill referred to *Stainbank* v. *Fernley*, 9 Sim. 556: *Evans* v. *Bicknell*, 6 Ves. 173; *Rawlins* v. *Wickham*, 1 Giff. 355, 6 W. R. 509; *Pawson* v. *Watson*, Cowp. 785.

Jessel, *Q.C.*, and *Kekewich*, for the defendants, were not called on.

Lord CAIRNS.—I think there is a fatal difficulty in the way of your suit. It is a question which I think has been decided more than once before. You file your bill originally against the company and the directors, asking for a species of relief which is very well known and understood in the Court of Equity, if you are entitled to it—namely, to rescind the contract, to get rid of your shares, to make the company answerable in that sense for the representations of persons who you say were their agents. You find that you cannot maintain that suit against the company, and the company are dismissed, and you have the shares, and you have been settled on the list for them. I do not mean to say that you have submitted to that voluntarily, but that has been the effect of the liquidation against you. You therefore remain the owner of the shares. Now, if you have any right at all, it is simply a right to complain of deceit, and to ask damages for statements made to you in the course of your dealings, not with the persons who made the representations, but with other persons—third persons. If there be any right at all, it is not a right in a court of equity. A court of equity has no jurisdiction to give damages in a case of that kind.

Gill contended that the Act gave to the arbitrator the power of determining all matters in difference between any party and the Albert Company, and that instead of the plaintiffs taking proceedings at law, it would be for the benefit of all parties that the matter should now be finally determined by the arbitrator.

Lord CAIRNS.—I should like to put this question to the counsel for the defendants. Mr. Gill has stated the case very fairly, and I have stated that in this suit, as a matter of equity, I should feel called upon to dismiss the suit, because I think that it was misconceived, and that there is no ground for relief in equity. At the same time, if I did nothing more, if I did not go beyond that, I should think it right to dismiss the suit without prejudice to any action that might be brought at law. It is just possible that in referring to me all matters in question in the suit, not merely the suit but all matters in question, it is possible that the question which Mr. Gill has raised is referred to me unfettered by any distinction between law and equity. But whether that is so or not, I should like to know whether the defendants would prefer that the matter should be disposed of by me, without referring to any technical distinctions between law and equity, or whether they would prefer that the bill should be dismissed without prejudice to any action that might be brought at law.

Jessel.—We should prefer that the matter should be disposed of by your lordship.

Lord CAIRNS.—Then the first thing I shall call upon Mr. Gill to do is to satisfy me by evidence that the letters that were written by Mr. Easum were brought personally under the cognizance of the directors.

From the evidence it appeared that Mr. Partridge's letter of the 2nd of March, 1869, was received by the secretary of the company, and by him handed to the manager. The manager did not remember giving any instructions for a reply. The reply of the 4th of March, 1869, was in the handwriting of the senior clerk of the public office, and was brought to the secretary for his signature. None of the correspondence was referred to the board of directors.

Gill.—The agents of the directors make their principals liable for any improper management of the business. These letters were written in the ordinary way of business; for in the first letter, a report was sent. Consequently, if the information given was untrue, the principals must be held responsible for the fraud: *Taylor* v. *Ashton*, 11 Mees. & Wels. Exch. 418; *Scott* v. *Nixon*, 29 L. J. Exch. 62; *Bedford* v. *Bagshaw*, 29 L. J. Exch. 59; *Cullen* v. *Thompson*, 4 Mac. 424, 11 W. R. H. L. Dig. 7; *Davidson* v. *Tullock*, 6 Jur. (N. S.) 543, 8 W. R. 309.

Lord CAIRNS.—My impression is this: The manager in his department, which was general, and the secretary in his department, which was more limited, were the agents of the company and of the board of directors for all things that were deputed to them to do; but what was deputed to them was to manage, in their separate departments, the business of the company, and to deal with persons who came to deal with the company. But enquiries of this kind by persons dealing outside the company among each other are not part of the business of the company. I think as to that you must connect these directors personally with what was said.

The cases that have been referred to, supposing they were applicable in other respects to the present case, would not relate to the letters that were written, they would only relate to the report.

Supposing you are entitled to say that the report was one meant for the general public, and that you came by it legitimately, what is the point in the report which you say was untrue at the time the report was issued, to the knowledge of the directors?

Gill.—The whole picture presented by the report is of a flattering description, and calculated to mislead. It was untrue that the company was in a high position. The directors could not have been glad to be able to report that a considerable increase in the new business had been effected, for the result of the year's business was a loss of £60,000. It was untrue that the assets, including the value of the premiums on the 31st December, 1867, exceeded four and a half millions. No valuation was made after the 31st December, 1866, down to the time of the winding up.

Lord CAIRNS.—What I propose to do is this: Reserving to the defendants every question which arises on the case, I propose to allow you to go into evidence to show that this statement, and this alone, "the assets, including the value of the premiums, on the 31st December, 1867, exceeded four and a half millions sterling," was a statement untrue, and untrue to the knowledge of the directors. I do not propose to admit any evidence on any ornamental statements in the report, but simply on this one point.

Mr. Price, one of the official liquidators of the Albert Company, gave evidence to the effect that a valuation of the policy risks and liabilities was made by the company at intervals of five years, and consequently there was not an exact statement of its affairs every year. The last quinquennial valuation was made up to 31st December, 1866, by Professor De Morgan, and would be assumed by every one to be correct. In the valuation the gross premiums were estimated, and not the net premiums after deducting the loading. Notwithstanding this, the future expenses of the company were not deducted, because it was assumed that the new business would pay the expenses of the concern. Relying on this valuation, it was true to say that on the 31st December, 1866, the assets exceeded four and a half millions. For the state of affairs at the end of 1867 reliance was, as usual, placed on the valuation of the preceding year.

Lord CAIRNS.—I am not at all sorry that I have allowed this evidence to be gone into, because it has cleared up any doubt that might have existed. The mode of stating the account at the end of the quinquennial period is very fairly open to criticism, and a great many remarks might be made as to the propriety, on the truest principle of life assurance, of making the estimates as they were made for that account. But there is nothing to impeach the *bona fides* of the account, much less to lead to any conclusion that the directors, when they were putting forward that account, meant to deceive (because that is the real question) or that they knew they were making a statement that was not true. They seem to have acted on the principles upon which the company had uniformly acted, and had acted on the advice of an actuary of considerable character in doing what they did. I think, therefore, it is impossible, looking at this as if it were an action at law on the *scienter*, to suppose that an action of the kind could have succeeded. I

have already intimated my opinion that for a suit in Chancery there was no case whatever. The decision, therefore, must be that the suit be dismissed with costs. And as this, which has sprung up to-day, has been almost a part of the discussion in the suit, I need not say that it will include this hearing. The suit will be dismissed with costs, including the hearing of the suit to-day.

Solicitors, *Freshfields; Rickards & Walker.*

GENERAL CORRESPONDENCE.

"MENDACIOUS TRANSFERS."

Sir,—Referring to your article in last Saturday's *Journal*, on "Mendacious Transfers," I would observe that they are not literally so mendacious as they seem. The amount stated in the transfer is that *actually* paid to the vendor or to his agent, the broker, and the difference between the sum stated in the transfer and that at which the stock was originally sold, is either paid to or received from the dealer by the broker.

Might not the readiest way to overcome the scruples of those who object to the present form be, to omit the words "to me," so that it should stand "in consideration of the sum of £——, paid by ——"?

ARTHUR BREWIN.

2, Copthall-chambers.

CONVEYANCING—POWER OF ATTORNEY.

A. and B., resident in England, have power to appoint new trustees of their marriage settlement, and give a power of Attorney to F. in India to execute a deed appointing E. in the place of C. and D. retiring, C.D. and E. joining in power.

A. B. and E., by the same power, authorise F. to convey the trust estate immediately after the appointment of E.

Query:—Can E. authorise an attorney to convey a legal estate, not now in him, upon its vesting, and would a conveyance by F. under the power pass the legal estate?

VRA.

APPOINTMENTS.

Mr. RICHARD HARINGTON, who was only recently nominated a magistrate of the Hammersmith Police-court, has been appointed to succeed Mr. Ellis-McTaggart as the Judge of County Courts in Circuit No. 34, Mr. McTaggart having been transferred to the Marylebone and Brompton County Courts, in succession to Mr. D. R. Blaine. A brief biography of Mr. Harington will be found in our issue of the 18th November, 1871 (p. 49). Circuit No. 34, of which Mr. Harington has been appointed judge, embraces the county courts of Ampthill, in Bedfordshire; Newport Pagnell, Bucks; Bourne, Holbeach, Spalding, and Stamford, in Lincolnshire, and Kettering, Northampton, Oundle, Peterborough, Thrapston, Towcester, and Wellingborough, in Northamptonshire.

Mr. JOHN GEORGE MIDDLETON, LL.D., an advocate of Doctors' Commons, has been appointed Principal Registrar of the Court of Probate, in succession to Dr. A. F. Bayford, who has resigned after having held the registrarship since the institution of the Probate Court in 1858. Dr. Middleton was educated at St. John's College, Cambridge, where he graduated LL.B. in 1840, and afterwards took the degree of LL.D. He was admitted a member of the College of Doctors of Law in November, 1849, and practises in the Probate, Divorce, and Admiralty Courts.

Mr. THOMAS PERRONET EDWARD THOMPSON, barrister-at-law, of the Northern Circuit, has been appointed Recorder of Scarborough, which office had become vacant by the death of Mr. Joseph Middleton. The new Recorder is the son of the late General Thomas Perronet Thompson, F.R.S. (who was M.P. for Hull, 1835-7, and for Bradford, 1847-52 and 1857-9), by his wife, Anne Elizabeth, daughter of the Rev. Thomas Barker, of York. Mr. Thompson was educated at Queen's College, Cambridge, where he graduated B.A., in 1835. He was called to the bar at Lincoln's Inn, in November, 1838, and has practised for many years on the Northern Circuit, attending also the Yorkshire, Hull, and East Riding sessions.

Mr. RICHARD COPLEY CHRISTIE, barrister-at-law, has been appointed by the Bishop of Manchester to be Chancellor of that diocese, which office had become vacant by the resignation of Dr. Bayford. Mr. Christie was educated at Lincoln College, Oxford, where he graduated B.A., in 1853 (1st class in jurisprudence and modern history). He was called to the Bar at Lincoln's Inn, in June, 1857, and has for several years past been Professor of History at Owen's College, Manchester.

Mr. THOMAS SOUTHALL, solicitor, of Worcester, has been appointed Town Clerk of that city, in succession to Mr. Richard Woof, who has resigned that office in consequence of his increasing professional engagements. Mr. Southall was certificated in 1849, and has for the last sixteen years been connected with the Town Council of Worcester, in which he latterly occupied the position of an alderman, but resigned his aldermanic gown on becoming a candidate for the Town Clerkship. The new Town Clerk of Worcester entered upon his official duties on the 1st of January.

Mr. JOHN THORNTON, of the Magistrates' Clerk's Office, Leeds, has been appointed to succeed the late Mr. Robert Barr, solicitor, as clerk to the borough justices of Leeds. The appointment is to date from the 18th October, 1871, the day on which Mr. Barr died, and Mr. Thornton is to be removable at the pleasure of the justices. His salary has been fixed at £600 per annum, and £900 a year has been set apart for the cost of assistants; the clerk is to pay over to the borough treasury all the usual fees and costs formerly received by him as clerk.

SOCIETIES AND INSTITUTIONS.

BIRMINGHAM LAW SOCIETY.

The annual meeting of the members of this society was held on the 5th inst., in the Athenæum Rooms; Alderman Ryland presiding.

Mr. G. J. JOHNSON read the report of the committee, which stated that the number of members had been increased from 86 to 115. At the first meeting of the committee after the annual meeting, a letter was received from Mr. T. S. James, who resigned the office of vice-president, to which he had been chosen for several years by the members of the late Law Society. The letter was entered on the minutes, and the committee, in a resolution, acknowledged the able and zealous services of Mr. James, as secretary and vice-president. Mr. J. W. Whateley was elected president, Mr. A. Ryland, vice-president, and Mr. G. J. Johnson, hon. secretary. Fifteen meetings had been held during the year, and many important subjects discussed. The report then continued: "The form of conditions of sale submitted to the last annual meeting having been carefully considered by the committee, and twice revised and settled by Mr. William Barber, was submitted to and adopted by a meeting of the whole profession, held on the 13th day of March, 1871, and, having been entered as copyright at Stationers' Hall, were issued for use on the 6th of May. We have every reason to believe that these conditions have been found to be of the very greatest utility in promoting uniformity of practice, saving of time at sales, and enabling every practitioner to see what unusual conditions are imposed on a purchaser, or are necessary for the protection of a vendor. Having settled the form of conditions, the next point to which we addressed ourselves was 'Morning Sales.' We proceeded to convene a meeting of auctioneers of Birmingham, which was held at the Exchange Rooms, on the 30th March, 1871, and at which meeting the following resolution was passed:—'That this meeting will cheerfully co-operate with the solicitors of the town in promoting, whenever possible, the system of selling properties by auction during ordinary business hours.' In pursuance of that resolution, we took the Athenæum Rooms, Temple Row, Birmingham, on the 15th of May, in order that the experiment of morning sales might be fairly tried. At first it seemed likely to succeed. From the month of June until August the sum of £44 11s. was received from sales at the rooms, but after the latter date the number of such sales rapidly decreased, and one of our own members formally withdrew from the tacit understanding between us that each member of the committee should discountenance evening sales. Feeling that it would be impolitic to subject the society to a rental of £120 a year without the

prospect of any adequate return, we, on the 26th October, caused a circular to be addressed to all the auctioneers of the town, calling their attention to the great falling off in the number of morning sales, and asking for information on the points whether the evident disinclination to hold sales at our rooms in the mornings arose from anything in the place where such sales were held which it was in our province to alter, or whether it was because morning sales were deemed by them to be of doubtful expediency. The majority of the auctioneers favoured us with very careful and detailed answers to these questions, and the result was that in the opinion of such majority the room was well adapted for the purpose, but that morning sales in Birmingham would not answer, except for very exceptional kinds of property. With these facts before us, we passed a resolution, 'That, considering the limited and diminishing number of applications for the Athenæum Rooms for the purpose of morning sales, the tenancy of those rooms be determined at Christmas next; but that, whilst declining to burden the funds of the society with the continued and unremunerative cost of this tenancy, the committee desire to express their unchanged opinion that sales of property ought to be held in the morning.' The opinion expressed in that resolution has been confirmed by a return with which we have been favoured by a well-known firm of auctioneers, who habitually hold their sales in the morning. This return shows that out of 152 lots put up for sale, 97 were sold, at an average price of £450 per lot. We very much regret that the issue of the experiment has been so unsatisfactory; but we feel that your society, having expended nearly £40 more than we received in trying the experiment, and having, so far as we were concerned, supported it to the best of our ability, we have done all we can in the matter. The next important subject which engaged our attention was the subject of a scale of costs on the principle of a percentage for conveyancing matters. Finding that the opinion very general in our society was also shared by the Law Societies of Liverpool, Manchester, Leeds, Newcastle, and other places, that the scale of the Incorporated Law Society was, on the whole, too high, we co-operated with the other provincial Law Societies in framing another scale, which, having been approved of, was circulated by us among the profession in Birmingham, with a request that they would inform us whether they would be prepared to adopt it or not. The great majority of the members practising in Birmingham have not stated what they intend to do, and we gather that, although the principle of charging on an *ad valorem* scale is generally approved of, its practical introduction is a question of time. We are co-operating with the Metropolitan and Provincial Law Association in an endeavour to get some such scale sanctioned by direction to the Taxing Master, and it is clear that some official recognition is a condition precedent to its general adoption." The report then went on to state that the important question of legal education had received much attention. Deputations had been appointed to attend the meetings of the Incorporated Law Society on the question, and a petition to the House of Parliament prepared in support of Sir Roundell Palmer's motion on the 11th of July, the debate on which was adjourned, and which, owing to the advanced period of the session, lapsed altogether. They did not propose to repeat the history of the movement, but inasmuch as it was now evident that some at least of the Inns of Courts was determined to resist what was to their branch of the profession the most essential part of the scheme, viz., that every law student should have the opportunity of obtaining the best legal education which was afforded by any legal university, school of law, or inn of court, without regard to that branch of the profession which he ultimately intended to practise, they recommended to their consideration a resolution, and also a form of petition, to be signed by all the members of the profession in Birmingham, in favour of that part of the proposed scheme. The committee invited the Metropolitan and Provincial Law Association to hold its meeting at Birmingham in 1872, but it was ultimately resolved to hold the same in London; and the committee proposed to renew the invitation in 1873. At the preliminary examination in February there were fourteen candidates; eleven passed, one was absent, and two postponed. On the 10th and 11th of May, there were eighteen candidates; fifteen passed, one was absent, and two postponed: on the 12th and 13th of July, eight candidates; seven passed, and one absent: and on the 25th and 26th of October, eleven candidates; two passed and two were absent. The income of the society had been just equal to the expenditure. Three items, however, in the expenditure were of an altogether exceptional character, viz., the donation out of the balance of last year's account of £50, to the Legal Education Association, the expenses of preparing form of conditions of sale, £29 12s. 3d., and the expenses of the "morning sales" experiment (*minus* sums received), £37 4s. 9d., which, if not incurred, the balance in hand would have been £118 3s. 9d., instead of as at present, £1 16s. 9d. The society, however, only comprised one-half of the practising attorneys and solicitors in Birmingham, and as there were important questions affecting the interests of the profession which were likely to be brought before the Legislature in the next two or three sessions, it was important that the society should have an increased and permanent income, to enable it to take vigorous and useful action for the protection of the interests of the whole profession. The statement of accounts showed the year's receipts to have been £236 2s. 5d.

The CHAIRMAN, in moving the adoption of the report, observed that what had been done in regard to conditions of sale was a subject of unmixed congratulation. The subject was one of so much interest that it had attracted the attention of solicitors in London and elsewhere, who had expressed their approval of the steps taken by that society. The next matter he would refer to was one with regard to which they felt a good deal of disappointment. He alluded to morning sales. He hoped they would not look upon what they had done as a failure yet, but simply as a halt in a good cause. He thought it was a disgrace that Birmingham could not take the same stand as London, Liverpool, and other towns. Speaking of the finances, the Chairman said they would probably be astonished to find that not one-half of the solicitors of the town were members of the society. This was a matter which they might each of them assist in remedying. There was one subject of congratulation, viz., that they had no cases of malpractice.

Mr. ROWLEY seconded the resolution, which was carried *nem. con.*

On the motion of the CHAIRMAN, Mr. G. F. James and Mr. W. H. Powell were appointed auditors.

The CHAIRMAN then read the petition in favour of the proposals of the Legal Education Society, and moved that it should be approved and signed by the members of the profession.—The resolution, which was seconded by Mr. C. T. Saunders, was carried unanimously.

The CHAIRMAN proposed the following resolution:—"That the Birmingham Law Society desires to express its hearty approval of the proposal of the Council of the Incorporated Law Society to enlarge such council so as to increase the number of its provincial members, and also to recognise the provincial Law Societies by empowering the council to approve a certain number of presidents of such societies as extraordinary members of the Council, believing that such addition will strengthen both the Incorporated and Provincial Societies and promote a better organisation of the profession for their mutual benefit. The society also notices with satisfaction the proposal to allow the members of the Incorporated Law Society to vote by proxy at the election of members of the Council and the officers.

The motion was seconded by Mr. W. EVANS, and agreed to unanimously.

Mr. G. J. JOHNSON moved a resolution altering section "H" of the 29th clause. The section now stands:—"To determine what persons, if any, not being members of the society, shall be allowed to use the library; to make and from time to time repeal, and alter rules, regulations, and conditions of such user."

Messrs. W. S. Allen, B. Chesshire, W. Evans, and W. S. Harding, were re-elected on the committee.

The meeting ended with votes of thanks to the Chairman and the Secretary.

THE LAW STUDENTS' DEBATING SOCIETY.

This society held its quarterly meeting at the Law Institution on Tuesday last, Mr. Hargreaves presiding. The treasurer laid before the meeting the usual statement containing the names of those members who had failed to pay the fines and subscriptions due from them pursuant to the rules of the society.

The secretary then read the following report of the proceedings of the society:—

To the Members of the Law Students' Debating Society.

Gentlemen,—In compliance with the duty imposed upon me by the 15th of your rules I beg to lay before you a statement of the proceedings of your society during the quarter which commenced on the 24th October and terminated on the 19th December, 1871.

Nine meetings of your society have been held during this period, at which five legal and three jurispradential questions have been discussed, one meeting having been devoted to the discussion of a motion which had for its object the alteration of the 6th and 8th rules of your society.

The average length of the meetings has been two hours. The average number of speakers at each debate has been ten, and of voters 17, of which latter an average of fifteen voted in person and two by the register of votes. The average number of members attending the meetings has been twenty-four, the highest number having been thirty-one, and the lowest seventeen. I may here be allowed to congratulate you upon the fact that the meetings of your society are, as a rule, very well attended.

Twenty-four members have been elected and five have resigned during the past quarter, and there are now on the rolls of your society 165 names. Of this number forty are members of the Incorporated Law Society, and forty-two have passed their final examination with honour. This, without any comment, shows the present prosperity of your society.

I would here record the melancholy deaths during the past quarter of two of your old members, Mr. William Hodson Lloyd and Mr. John Peachey, both of which names were formerly so closely connected with the affairs of your society.

No alteration has been made in your rules during the past quarter, although one motion, which I have before referred to, and which was discussed at your first meeting after the Long Vacation, having for its object the alteration of the 6th and 8th rules of your society with respect to the sixpenny fine, was lost by a majority of eight.

Mr. S. N. Braithwaite, a member of your society, obtained a certificate of merit at his final examination by the Incorporated Law Society, in Michaelmas Term last, and also a gold medal, he being, in the opinion of the examiners, the candidate best acquainted with the law of real property and practice of conveyancing for the year 1871; and Mr. A. E. Peile also obtained a certificate of merit at the same examination.

In concluding this report, and while congratulating you upon the flourishing condition of your society, I would beg earnestly to call your attention to one point which has been repeatedly mentioned by my predecessors in office, but hitherto without avail. I refer to the disregard paid, with a few exemplary exceptions, by every member of your society to their duties under rule twenty-one, the substance of which is too well known to require mention.

So deeply does this disregard by you affect the proper carrying out of the objects of your society, that I would urge upon you the vital importance of making immediate amends which could not fail to be practically useful to each particular member, and of infinite benefit to the society at large.—I am, Gentlemen, your Obedient Servant,

WILLIAM WEBB, Hon Sec.

27, Gresham-street, E.C., Jan. 9.

The remainder of the evening was occupied by the discussion of a motion by the treasurer regarding the application of a sum of money now standing to the credit of the society in the society's bank. The attendance of members was large.

ARTICLED CLERKS' SOCIETY.

A meeting of this society was held at Clement's Inn Hall on Wednesday last, Mr. E. W. Bones in the chair. Mr. Willcock opened the subject for the evening's debate—"That School Boards should not be allowed to pay Fees in Denominational Schools." The motion was lost by a majority of five.

The Vestry Clerkship of the parish of St. John the Baptist, Walbrook, in the city of London, has become vacant by the death of Mr. Lewis Walter Williams, solicitor (certificated 1839), who expired on the 22nd of December, after a long and painful illness, at the age of sixty-one years.

COURTS OF COMMERCE.

A special committee of the English House of Commons, which was appointed during the last session of Parliament to inquire and report concerning the nature and operations of courts of commerce, has only recently issued its report on this very interesting question. Although courts of commerce have been long established in several of the countries of Europe, yet it is only lately that English law reformers have turned their attention to the infusion of more of the lay element into their judicial system by the adoption of the Continental device of courts of commerce. The report of the English committee is wholly in favour of these mixed tribunals, and the London *Times* of the 3rd November warmly indorses the recommendations of the committee. It is probable in the highest degree, therefore, that a bill to establish mixed tribunals of lawyers or judges and merchants will be introduced at an early date of the next session of Parliament, and there is no doubt that the legal experiment will be accepted by both houses, without any considerable opposition from any quarter.

We have searched in vain through the files of the London *Times* for any indications of the intentions of Government respecting the High Court of Justice Bill. This measure was brought in during the session of 1869, covered with the indorsements of the Lord Chancellor, and we know not of how many others of the most distinguished jurists of England; yet it now appears that this bill is completely shelved for the present, and that, instead of the sweeping reforms contemplated by that measure, the expectations of the British public are sought to be satisfied by the new departure just shadowed forth by the committee of the Commons. It is quite clear that, besides abandoning the work of consolidating substantive law, the English Government have also for the present relinquished the more easy but not less important task of consolidating judicatures and simplifying procedure. But if they still contemplate to revive the High Court of Justice Bill—which is in principle a transcript of the leading rules and doctrines of our code of procedure—then we hope, by all means, that the scheme for establishing lay or mixed courts will not be proceeded with until the High Court of Justice Bill shall have had a reasonable time to work and bear fruit.

As, however, our belief is that the bill for establishing courts of commerce will be espoused by the Government, and that the High Court of Justice Bill will not receive the same high patronage, we will state briefly our views respecting mixed tribunals in general, no matter wherever they are situated. The committee informs us that the tribunals in question have given immense satisfaction, and have been found an excellent preventive and remedy of the law's delays. It is probable, indeed, that the tribunals are very popular with half of the litigants that have had their causes thus decided. The parties in whose favour the suits have terminated are, doubtless, well content with the existing *regime*, to which they are partly indebted for the favourable verdicts they have received. But we doubt whether the courts of commerce are equally satisfactory to those whom they have sent empty away. Every one knows that so long as experts are called for by selection and not by ballot, or by some arbitrary or even random rule, their evidence is not of much value. Let any one that doubts this statement attend the trial of an action for infringement of a patent, say for a chemical invention. The chemists on the one side will always flatly contradict the chemists on the other. Medical men produced by the plaintiff will also take widely different views from those called by the defendant. The reason is, that neither plaintiff nor defendant will produce any witness whose opinions they have not previously examined and ascertained to be favourable to their interests. The English committee doubtless endeavoured to procure impartial witnesses, and to take them from a wide area. Yet, as the foreign testimony was tendered by or through the mixed tribunals themselves, the evidence is not unimpeachable. However, we believe that these tribunals are really productive of many good results besides their legal adjudications. Like the *conseils des prud' hommes*, or courts of conciliation between masters and workmen, they often lead to an amicable adjustment between parties who otherwise would be irreconcilable. This social advantage may possibly balance or even outweigh the legal imperfections necessarily incident to a mixed tribunal. These defects, however, are many and grievous.

Courts of conciliation are equivalent to an extension of the jury system or of lay arbitration. They are a sort of

compromise between technicality and merits. The common sense of the lay assessor is expected to prevent an over-straining of technical points by the professional judges, while these, on the other hand, are supposed to act as a counterpoise against the tendencies of their lay brethren to disregard precedent and fixed legal rules. Every question is thus virtually turned into one of fact. It is idle for the legal members of the court to arrogate to themselves exclusively the right of construing a written document, when their lay brothers will take care to strain as much for justice as the lawyers will for law. The net moral of courts of commerce, therefore, is, that these tribunals change all questions from issues of law into issues of fact.

This possibly is in many cases no serious detriment to the best interests of justice and even of law. It seems to be only an extension of the original theory and practice of equity, viz.— to disregard technical rule, whenever it worked injustice. A court of commerce is thus a sort of Judge Lynch, who acts under colour, or in furtherance of the objects of the law, or, as it were, a vigilance committee, that sits in judgment not only upon the litigants, but also upon the law itself. Rough and ready justice of this kind has its good qualities, no doubt. But what we wish to observe is that it is not law.

It disregards both precedent and statute, and the rules of evidence. It is an arbitration upon moral and not legal merits. If the tribunal is sworn to administer justice according to law, and endeavours so to adjudicate according to the oath, wherein does it differ from a jury except that, in lessening the number of lay jurors, and in placing this reduced number within the sphere of the bench's attraction, the lay element is virtually eliminated altogether from the judicial system. Nautical assessors, indeed, are often very convenient to judges, because nautical art is so technical and seamanship is so much of a specialty that judges are "at sea" upon many disputed points with respect to porting helm, etc., that may not be provided for by the authorised sailing rules. But, in all ordinary cases of contracts and torts there is no doubt that one or two lay assessors would be swamped and merged by their legal brethren unless rules of law were ignored. These rules, indeed, are certain to be despised by the lay judge, and therefore, the practical result of establishing these mixed courts is to turn every question before them into one for moral arbitration.

All technicality in the law would have been long since abolished if the construction of written documents were left to the jury. But with this concession to common sense, what becomes of common law? Precedent becomes obsolete and useless, and even statute law would be so uncertain in its operation as to render it doubtful whether it is worth while to pass any statutes at all, since a jury may write its own draft across any legislative provision, no matter how carefully prepared. As juries are at present subject to the rules of law, and yet are perfect masters of the verdict as regards facts, the respective provinces of the lay and the professional members of the judicature are distinctly defined. This tends to keep the legal profession a specialty, and to impart certainty to all contracts and deeds approved of by eminent counsel. But if every thing on every trial is left to the jury, no one could feel certain that his title to his property was worth an hour's purchase. Juries, it may be suggested, never act with the gross disregard of justice here referred to; but be remembered that juries at present know and feel that they are coerced by rules of law, both as regards the admissibility of evidence, the construction of written documents, and, in some cases, even as to the quantum of damages. Their elevation, like that of the kite, is owing to the fetters that check their career, both upward and downward. What juries would be if they were left to grope their way over a chaotic sea of law and fact, unaided by the light of precedent or legal rule—chart or compass—it is altogether difficult to forecast. The experiment in a hazardous one, and should only be tentatively made upon a small scale.

The London practitioners have long viewed with jealousy the growing greatness of the county courts. These tribunals have thus become, most undeservedly, a butt for attack by the cockneys. These gentry relate, with relish, the old story of the Master of the Rolls once having been requested by the usher of a county court to take a different seat from the one he occupied. "I am John Romilly," said the future baron. "I know it," said the usher, "but that seat is paid for." "Paid for?" exclaimed the future peer, rubbing his eyes to convince himself that he was wide-awake. "Paid for?" he repeated, "do you, then, sell justice here?" "No, sir," blandly replied the usher, "but we do places, and the gentleman that owns that pew says he comes here and not to the theayter, as the county court is cheaper, and more amusing."

The various calumnies which have been circulated respecting the county courts, however, have only rooted them the deeper in the public estimation; and the result is that, instead of calling for legal concentration, England is demanding that the courts be still further decentralised. The cry for courts of commerce is a phase of this passion for lay, or untechnical, justice. Whether the rustic dictator will give as much satisfaction as his predecessor, however, remains to be seen.

With the following limitations courts of commerce may do much social good and little legal harm: first, resort to them ought to be optional, and not compulsory. Every one knows that arbitration is not the cheap thing it affects to be. Suitors, therefore, ought not to be forced to consult a deaf and dumb, and yet, withal, an exacting and rapacious oracle. If recourse to the mixed tribunals was thus rendered optional, no great harm could be done until their real operation was ascertained. In the next place, their jurisdiction should be confined to reasonable amounts. Thirdly, no appeal should be permitted from the tribunals, except where mercantile partiality could be proved to have influenced the judgment. Fourthly, the members should be sworn to decide according to law, so far as their abilities enabled them to do so. Fifthly, the legal members of the court should exclusively determine all questions with respect to the admissibility of evidence. The construction of a document of a mercantile nature, or, indeed, of any kind, might be left, as a question of fact, to the whole court.

With these qualifications no harm could result from the establishment of mixed tribunals. These courts, certainly, would have the negative advantage of not burdening us with any reports of their decisions except what would appear in the daily journals. At least, very few reporters would take to compiling, for professional guidance, a heterogeneous mass of awards which most probably would, despite of any oath or intentions of the judges to the contrary, be devoid of all legal principle or significance. The chief point is to have the jurisdiction limited. Else the right of appeal could not be taken away consistently with any regard to law and social order. Courts of commerce are not likely to become popular in the State of New York for some time. Our judiciary is already too lay and too much in contact with the popular and political element. Jural reform with us should aim in rendering the bench more special and expert than it is at present, no matter how England may act in the matter. Indeed, this rush of the Commons committee into the arms of amateur judges is probably owing rather to a desire to give an instalment of some kind of law reform in lieu of the high courts of justice, than to a due consideration of the necessarily limited functions of all lay or mixed tribunals. The worst mode of reforming the law or procedure, however, is to enlarge the sphere of judicial discretion, especially when ignorance of the law is to be no disqualification for a seat on the bench.

JUSTICES' CLERKS' FEES.

A curious contention has arisen between the Home Secretary and the justices of Oxfordshire respecting the justices clerks' fees to be enforced in that county. It appears that at the Epiphany Quarter Sessions, 1869, the Court made a new table of fees, which was submitted to the Home Secretary for approval, pursuant to the 11th and 12th Victoria, cap. 13, section 30. That statute empowers the Secretary of State for the Home Department "to alter such table." On the 29th of January the Home Secretary acknowleged receipt of the new table, and, after intimating his disapproval of it, drew attention to a table of fees enclosed, prepared by the Examiners of Criminal Law Accounts, and which he recommended the justices to receive and adopt. After fully considering this table, the Court felt compelled to reject it, and fell back upon a table in force in 1847, which they believed required no alteration if community of action in the construction and application of the various items of the table by the recipients of the fees

could be arrived at. That object having been ultimately obtained, the Home Secretary was apprised of the result in December, 1870, and his sanction of the 1847 table solicited. On the 3rd of March, 1871, the Home Secretary again communicated with the justices, refused to give his approval, and transmitted a further report of the Examiners of Criminal Law Accounts, with another table of fees (varying slightly from the former one), which, he suggested, ought to be adopted. The effect of the report was a condemnation of the 1847 table, and an objection that it assumed to transfer to the justices a power vested by the statute in the Home Secretary of State. No notice was taken of this by the justices, and the matter remained in abeyance up to September last, when the Home Secretary recalled attention to the subject, and expressed a desire that the Court would see the propriety of having the Examiners' table "immediately settled, and the fees rendered more in unison with modern law and practice." To that the justices replied by expressing a desire to withdraw the table submitted in 1869, and declined to submit any new table for approval. But this the Home Secretary refuses to permit, and observes that it is his duty "to make such alterations in that table as may be considered necessary to make it better adapted to the modern changes in law and practice." Under these circumstances, the clerk of the peace was instructed to take the opinion of Mr. Tindal, barrister-at-law, who advises that the Home Secretary has no power to compel the justices to lay before him a table of fees in any particular form, and especially one which, "in their opinion," is inappropriate. As the meaning and object of the 11th and 12th Victoria, cap. 43, sec. 30, are to enable the justices to frame and originate a table of fees, which the Secretary of State is empowered to supervise and alter, all he can do is to alter the 1869 table now in his possession, but such alterations must not be carried to the extent of making it a new table. The justices, he holds, having submitted that table, have no power to withdraw it, except indirectly by submitting a new table. Correspondence with the Home Office is still proceeding in reference to the subject, the satisfactory settlement of which appears somewhat remote.—*Times*.

COURT PAPERS.

COURT OF CHANCERY.

CAUSE LIST.

Hilary Term, 1871.

Before the LORD CHANCELLOR and the LORDS JUSTICES.

Appeals.

1871.

Boyd v Petrie pt heard (R.—March 6)
Ingram v Upperton, part heard (B.—June 26)
Dixon v Lamare (R.—July 25, not before Jan. 20)
Heasman v Pearse (appeal of Wm. Martin Onslow Barnard and ors. M.—Aug 12)
Charbord v The New Russia Co., limited, part heard (R.—Sept 19)
The Mayor, &c., of the City of London v Sandon (R.—Sept 19)
The Mayor, &c., of the City of London v Metropolitan Ry. Co. Metropolitan Ry. Co. v Mayor &c. of the City of London (R.—Sept 29)
Hardy v The Metropolitan Land & Finance Co. (Limited) (R.—Nov 11)
Jones v Goulding (R.—Nov. 9.
Harding v Metropolitan Ry Co. (R.—Nov 28)
Clive v Clive sp c (transferred from M.R. by order.)
Stamp v Anderson Anderson v Stamp (B.—Dec 2)
Connop v Hodgson (R.—Dec 5)
Sinnett v Herbert (B.—Dec 9)
Abbott v The Bakers and Confectioners' Tea Association, limited (M.—Dec 12)
Vint v Constable (M.—Dec 13)
Savage v Tyers (W.—Dec 15)
Kemp v South Eastn. Ry. Co. (B.—Dec 20)
Newill v Newill (M.—Dec 22)
The Accidental Death Insurance Co v Walford (R.—Dec 22)
Wilson v O'Leary (B.—Dec. 23)

Before the MASTER OF THE ROLLS.

Causes set down previous to the transfer.

Atherley v The Isle of Wight Railway Co. m d
Hay v Bates c, wit (day to be fixed)
Neely v Fluker c, wit (V.C.B.) (day to be fixed)
Littlewood v Ownsworth m d (V.C.B.)
Sewell v Bailey f c (S. O.)
Jubb v Tuckwood f c (S. O.)
Small v. Pratt f c
James v James f c & Sumns to vary, pt hd (S. O.)
Beaumont v Brewer f c (S. O.)
Holmes v Howse m d (witns before examr)
Clarke v Jones m d
Rice v Ford c (S. O.

Remaining Causes.

Transferred from the Books of the Vice-Chancellors Sir R Malins, Sir J. Bacon, and Sir J. Wickens, by Order dated 16 Nov. 1871.

1871.

Thomas v Caddick m d, wits before examr V.C.B. May 1
Nicol v Chevasse (S. O.) m d V.C.M. May 2
Kelson v Watts c, wits V.C.B. May 4
Forbes v Williams c V C B May 6
Cameron v Somerville c (S.O.) V C B May 16
Harman v Derby c, wit V C M May 26
Swarbrick v Learoyd c, wits (Jan 12) V.C.M. Jan 27
Barnard v Clark m d pt hd (Jan 12 V.C.W. May 27
Bennett v Partridge c, wits (Jan 15) V.C.W. June 5
Rapley v Walmsley m f d (S.O.) V C W June 7
Robinson v Barret c V C B June 8
Stockil v Booker m f d V C M June 9
Wooler v Wooler m f d V C B June 10
Nesham v Selby m f d V C W June 10
Holmes v Holmes m f d V C W June 10
Packer v Page m f d V C W June 10
Read v Markcrow m f d V C B June 13
Penistan v Worsley c, wits (Jan 22) V C W June 13
Sherwin v Bodilly m f d V C W June 13
Bloomer v Spittle c, wits (Jan 22) V C M June 15
Tayler v Atherton m f d V C M June 17
Cooper v Aves m f d V C W June 17
Smith v Stone m f d V C M June 19
Pope v Probyn m f d V C M June 21
Cloak v Sands c V C M June 22
Harrison v Topham m f d V C M June 22
Shorland v Bertram m f d V C W June 22
Armitage v Armitage m f d V C W June 22
Secker v Nixey m f d V C M June 23
Cannock v Cannock m f d V C W June 23
Kent v Spokes c, wit V C B June 24
Addison v Cox m f d V C M June 27
Leman v Saffery m f d V C M June 28
Young v Young c V C M June 28
Phillips v Brooks m f d V C W June 28
Murray v Hadley c V C M June 29
Gilchrist v Herbert c (Jan 22) V C M June 30
Gough v Smith m f d V C B July 3
Richmond v Richmond m f d V C M July 4
Cohen v Watson m f d V C M July 4
Glassbrook v Carvell m f d V C M July 5
Calthrop v Rummens m f d V C B July 8
Rucker v Dobbyn m f d V C B July 8
Robey & Co.'s Perseverance Iron Works (Limited) v Ollier m f d V C M July 12
Hanrott v Hulett c V C M July 12
Miller v Miller m d (wits before examiner) V C W July 12
Hopkinson v Hopkinson m d V C B July 17
Leahy v Barry m d V C B July 18
Ferneley v Buckley m d V C B July 18
George v Howes m d V C M July 19
Phillips v Silvester m d (wits before examr) V C W July 20
Oldfield v Boyce m d V C M July 20
Harfield v Bower m d V C B July 21
The Gresham Life Assurance Society v Crossman c V C B Aug 2
Hudson v Cook m d V C B Aug 5
Cobbett v Woodward m d V C B Aug 18
Jerred v Berry m d V C B Aug 23
Parry v Murray c V C B Aug 25

End of transfer.

Causes set down since the transfer.

Thrupp v Brown m d
The Teign Valley Ry. Co. v Southwood m d
Farquhar v Hankey m d
Small v Young m d
Maitland v Saffery c
Tremlow v Shufflebotham c
Hamilton v Cartwright f c
Davies v Edwards f c
Pearce v Stone f c and sumns to vary
Thomas v Druce f c of c. and peta., set down by order
Cornell v Stevens m d
In re Clark's Estate, Clark v Clark f c and sums to vary
Davies v Mysore Coffee Co. limited m d
Gaunt v Finney m d
Cuthbert v Wharmby f c
Cordingley v Brown cause set down at request of defts
Pyrah v Woodcock m d
Horton v Pulley m d
Owen v Povey m d
Sharp v Summer f c.
Wilton v Wilton f c
Thompson v Chawne m d
In re Lord Kensington's Estate, Bacon v Ford f c
Malcolm v Grote (1866.—M. —63.) f c
Malcolm v Grote (1867.—M.—107.) f c
Woodman v Woodman m d
James v James m d
Hopton v Dawkins c
Swann v Jones f c
W. T. Smith v Smith f c
McArthur v Dudgeon m d
Dale v Young m d
Dent v Dent f c
Williams v Williams, Gwynne v Williams) f c
Chancellor v. Morecraft, f c
Piper v Piper f c
Quinlan v Manby m d
Cottingham v Smith m d

Phillips v Griffiths m d transferred from V. C Wickens by order)
Peters v Bacon f c
Rahles v Cubley c
Dove v Dove f c
Roupell v Rees m d
Hamilton v Hector m d

Before the Vice-Chancellor Sir RICHARD MALINS.

Causes, &c.

The Wilts & Berks Canal Navigation v The Swindon Water Works Co. (Limited) exons. for insufficiency
Whittet v Hooper exons. for insufficiency
Rodd v Pascoe sp c
Cruikshank v Duffin m d
Raithby v Hall c, wits
The Official Liquidator of the Birmingham Banking Co. v Carter sp c
Deakins v Andrews m d
Norfolk v Langley f c & sum to vary
Pemberton v Neill m d
Pemberton v Marriott m f d
Hill v Westmorland c, with wits (Jan 15)
Allen v Morgan m d
Thrupp v Scruton c, wit (day to be fixed)
Richardson v Houghton f c
Falkner v Cruttwell m d
Mayar v Mercer m d
Walker v Beckley m d
Chillingworth v Chillingworth m d
Last v Drake m d
Hosford v Sugden m d
Kingdon v Dean m d
Redpath v Pettis m d
Attwood v Brown sp c
The North-Eastern Ry. Co. v Watson c (restored by order)
Jackson v The North-Eastern Ry. Co. m d (wits. by order)
Price v Hutchinson c
Dooner v Tolley m d (plaintiff to be cross-examined by order)
Lean v Carrick c
Andrews v Woodward c
Wilson v Wilson (P.O.) m d
Jones v Jones m d
Wilkinson v Pocock c, wit (day to be fixed)
Massie v Ray m d
The Staffordshire Joint Stock Bank (Limited) v Smith sp c
Peakman v Harrison case on appeal from the Dudley County Court
Hiles v Ager m d
In re Moore's Estate, Eland v Moore f c, sums to vary
Hockenhull v Ray (re-trans. from M R by order)
Newbolt v Wright m d
Greenwood v Ripley c
Birks v Silverwood case on appeal from The Doncaster County Court
Gibbs v Woollett f c
Smallfield v Smallfield sp c
Mackay v Douglas m d
Woodall v Layard sp c
Rolfe v Rolfe f c
Hooper v Hooper m d
Pearson v Rose m d (re-trans. from M R by order)
The Mexican Ry. Co., limited. v Woolston sp c
Willcox v Dinsdale m d
Neville v Dunn f c
Trenchard v Simpson f c
Cutcliffe v Goddard m d
Goddard v Hughes m d
May v Burton m d
Hine v Hine f c
Loyed v Freeth m d
Church v Tamerson m d
Wilson v Brown c
Armstrong v Holmes m d
Bower v The Chesterfield & Brampton Ry. Co. m d
Lindgren v Horne c
Clowes v The Staffordshire Potteries Water Works Co. m d
Tomkins v Parker m d (1870—T.—40)
Tomkins v Parker m d (1870—T.—41)
Dixon v Muckleston m d
Green v Measures f c
Underdown v Stannard c
Mara v Ray m d
De Wiart v Moseley f c
Russell v Russell f c
Davis v Clark m d
Leach v Westall f c
Russell v Dickson c
The Anglo-Swiss Condensed Milk Company v The Swiss Condensed Milk Co. m d
Pitt v Pitt f c
Faulkner v Pares c set down at request of deft
Giacometti v Prodgers m d
The Metropolitan Board of Works v Sant f c on equity reserved
Scotson v Robinson f c & sumn to vary
Gurney v Temple m d
Armitage v Armitage case on appl from Yorkshire County Court
The Credit Foncier & Mobilier of England, limd. v Childs m d
Shepheard v McCorquodale m d
Murchison v Southgate c, w (day to be fixed)
Kimber v Barber m d
Thornhill v Burrell f c
Raymond v Kemble sp c
Talbot v Frere m d
Marks v Marks f c
Hayes v Oatley m d
West v Tennent c (short)
Shearman v British Empire Mutual Life Assurance Co. m d
London and South-Western Bank v Facey m d
Dugdale v Dugdale f c
Ballard v Saunders c
Kerry v Ovitts m d
Bush v Peterson f c
Jefferys v Marshall f c
Nibbs v Evered f c
Powell v Smith m d
The Planet Assurance Corporation, limited v McLeavy c
The Planet Assurance Corporation, limited v O'Reardon c
The Sceptre Life Association, limited v The Munster Bank, limited c
The Sceptre Life Association, limited v Mahony c
The Sceptre Life Association limited v Murphy c
Emmet v Rickards m d
Cooke v Tully m d
Edwards v Loftus m d (set down at request of defts. J. A. Edwards and ors., wits before examnr.
Watts v The Metropolitan Railway Co. m d
Tock v Foster m d
In re John Wharton's Estate, Wharton v Wharton f c
The Mercers' Co. v The Metropolitan Board of Works c
Baker v Loader c, and motn. in Packham v Rastrick
Perry v Ashcroft m d
North v Combe m d
In re C. Webb's Estate, Webb v Pollock f c
Elkington v Raphael m d
Shove v Smith f c
Pearson v Hooper m d
Hussey v Tweed sp c
Gilbert v Guignon c
Lea v Cowper f c
Sulivan v Sulivan m d
The Festiniog Slate Quarry Co. (Limited) v The Festiniog Railway Co. c
The Whittington Life Assurance Co. v The General Provincial Life Assurance Co. (Limited) m d

Before the Vice-Chancellor Sir JAMES BACON.

Causes, &c.

Hayward v Penney m d
Attorney-General v Johnstone exons for insufficiency (transferred from V. C. Wickens by order)
Ford v Foster m d
Hooper v Webb c, wit (day to be fixed)
Cadman v Cadman sp c
Wilson v Tucker m d
Anderson v Anderson m d
Bigg v Mayor, &c., of London m d (1870—B.—113)
Beattie v Lord Ebury c, wit (day to be fixed)
Imray v Imeson sp c
Willer v Miller sp c
Gompertz v Kensit m d
Gray v Seckham sp c
Moore v Harper, Harper v Harper f c
Gillman v Bish f c
Bovill v Frost c, evidence viva voce at hearing
Brandon v Coleman c, pro confesso
Bemish v Hare m d
Preston v Mayor, &c., of Gt. Yarmouth, c
Spilling v Skoyles m d
The Leicester Waterworks Co. v Ginson m d
Vertue v Miller m d
Grove v Marshall m d
Meredith v Ruse m d
Savile v Kilner m d
Wilson v Lloyd m d
Levick v Noble m d
Harrop v Hirst m d
Bigg v Mayor, &c., of London m d
Motion v Moojen c
Telford v The Metropolitan Board of Works m d
The Peninsular, West Indian & Southern Bank (limited) v The London General Omnibus Company limited f c
Brown v Lindsay f c
Hunter v Bullock f c
Bowyer v White f c
Ingleby v Ingleby m d
Baskett v Skeel f c
Price v White f c & sums to vary
In re C. F. George's Estate. Neame v George. Clarke v George f c & sums to vary
Gumm v Hallett f c (and sums to vary)
Lacon, Bart v The Provincial Banking Corporation, limited m d
The Provincial Banking Corporation limited v Tillett f c
The Central Bank of London, limited v Quail c
Matterson v Baerselman f c (and sums to vary)
Meinertzhagen v Walters f c
Winter v Waters f c
Gilbert v Gilbert c
Oakley v Jewell f c
Tanqueray v Bowles c
Watson v Bromley m d
Phillips v Moxon f c
Addison v Viscount Parker c
Coote v Jecks m d
Hicks v Ross f c
Higginbotham v Hawkins m d
Batchelor v Bladon m d
Budge v Gummow f c & sums to vary
Freeman v Pope f c
Turner v Jack m d
Harding v Harding f c
Pickard v Anderson m d
Sutcliffe v Richardson f c
Peppercorne v Clench m d
Collinson v Norman f c
In re Sanderson's Estate, Pettis v Adamson f c
Attorney-General v Jones m d
Merry v Nickalls m d
Leigh v Honywood m d
Williams v Gundry f c
Roberts v Proger m d
Cooke v Sheard m d
Davis v Nicholls f c
Constable v Grant f c
In re Bassett's Estate, Perkins v Fladgate f c
Robinson v Smith m d
Witt v Corcoran m d
Lewis v Chiles m d (short)
Sharman v Harrison f c (short)
Barnes v Knowles f c

Before the Vice-Chancellor WICKENS.

Causes, &c.

Jones v Jones f c, petn pt hd
Richardson v Hodgetts m d
In re Thompson's Estate, Stockdale v Thompson f c
Martin v Saunders m d (S. O.)
Hext v Gill m d
Jacubs v Rylance c, wit
Russell v Tallerman c (S. O.)
Shelley v Maber m d
Bontoft v Wilson m d
Leggett v Scott s c
Piper v Mann f c s
Marquess of Downshire v Bellyse m d, c pro confesso
Finnis v Tuke f c
Rousseau v Smith f c
Stubbs v Smith f c
Fulton v Wilson m d
Buggs v Tompson f c
Earl of Dudley v Gye m d, wits before exmr
Grinstead v Lucas m d
Samuel v Page c
Jacobs v Jacobs m d
Alcock v Connop m d
Gardener v Jewers m d
Butler v Webb f c & sums
J. Mitchell & Co., limited v Great Northern Railway Co. c, wit
Arnold v Bradbury trial before the Court without a jury
Shiers v Haswell m d
Cock v Green f c
Best v Standeven f c
Reed v Southgate m d
Hall v Ramsbottom m d
Johnston v Kello m d
Nickless v Owen m d
Taylor v Taylor c
Golding v Wright c
Cundall v Proctor m d
Gibbins v Gibbins f c
Barber v Barber f c

Blakiston v Tebbs f c
Thomas v Thomas f c
Deacon v Yearsley m d
Inman v Massey f c
Howard v Redgate m d & petn
Burford v Slade m d
Slade v Burford m d
Barnes v Addy c
Chilton v East London Ry Co f c
Burt v Hellyar m d
Farquhar v Hadden f c
In re Seely, Joyce v Seely f c
Blake v Thompson c
Webber v Webber c
Taylor v Cartwright m d
Wilkinson v Clements m d
Hall v Hall c
West v West c
Pratt v Lady Perring sp c
Postlethwaite v Moffat m d
Potter v Bell c
In re Stevenson, Stevenson v Stevenson f c & sumns
Marshall v Wilson m d
Gay v Maggi m d
Lloyd v Vale f c
Block v Archer f c
Manser v Manser c
Harris v Du Pasquier f c
Brassey v The St. Thomas's Floating Dock Co. (Limited), Leather v Same c, with witns
Archer v Johnston f c
Josselyn v The Tendring Hundred Ry Co f c
Dobree v Nicholson c
Yonge v London & Paris Hotel Co m d
Shaw v Parrat m d
Clarke v Lewis m d
Passmore v Wyld f c
Tozer v Trewman m d
Carthew v Enraght f c
Stemp v Wadwell c, with wits
Brown v Wing f c
Whitefoord v Osbiston f c
Nugent v Moseley m d
Powell v Stanborough m d
Lewis v Davis f c
Bray v Briggs m d
Great Eastern Railway Co. v Turner m d
Wells v Bremner m d
Attorney-General v Tottenham Local Board of Health m d
Mott v Scale m d
Kain v Wilson m d (short)
Robinson v Wood f c
Hutchinson v Gildart m d
Tucker v Wallbridge f c
Drew v Maslon m d
Taylor v Stevens m d
Wilshaw v Perry m d
Payne v Andrews m d
Hindley v Neale m d
Beardmore v Beardmore m d (short)
Boultbee v Kemp m d
Mildon v Mudford c
Pinto-Leite v Knowles m d
Ashmore v Johnson m d
Hill v Hill m d
Creigh v Fenwick f c
Benson v Benson m d

PUBLIC COMPANIES.

RAILWAY STOCK.

	Railways.	Paid.	Closing prices
Stock	Bristol and Exeter	100	107
Stock	Caledonian	100	123
Stock	Glasgow and South-Western	100	127
Stock	Great Eastern Ordinary Stock	100	51⅛
Stock	Great Northern	100	143½
Stock	Do., A Stock*	100	170½
Stock	Great Southern and Western of Ireland	100	111
Stock	Great Western—Original	100	116½
Stock	Lancashire and Yorkshire	100	163
Stock	London, Brighton, and South Coast	100	78
Stock	London, Chatham, and Dover	100	27¼
Stock	London and North-Western	100	158
Stock	London and South-Western	100	116
Stock	Manchester, Sheffield, and Lincoln	100	79½
Stock	Metropolitan	100	72
Stock	Midland	100	148
Stock	Do., Birmingham and Derby	100	113
Stock	North British	100	60½
Stock	North London	100	127
Stock	North Staffordshire	100	81
Stock	South Devon	100	74
Stock	South-Eastern	100	106½
Stock	Taff Vale	100	162

* A receives no dividend until 6 per cent. has been paid to B.

MONEY MARKET AND CITY INTELLIGENCE.

On the whole, in spite of rather heavy realisations early in this week, the railway market stands firm; the other markets ditto. American railways, Erie especially, have improved on the news of the death of Fisk. South Eastern Railway Stock has made an advance in consequence of the favourable dividend announcement.

Messrs. Jay Cooke, McCulloch & Co. are authorised to invite subscriptions for an issue of £4,000,000 first mortgage Land-Grant Bonds of the Northern Pacific Railroad, bearing interest of £7 3s. 10d. per cent. payable half yearly, July 1, and January 1, in London, secured upon all the property of the corporation. The bonds, payable to bearer will be issued at £85 per cent. in sums of £200, £100, and £20, yielding to subscribers upwards of 8¼ per cent. per annum upon the investment, in addition to 15 per cent. on repayment of principal. This loan is part of an authorised issue of ten millions sterling, which, together with the dollar bonds now being sold in America, is covered by the first mortgage, under which the total creation of bonds is limited to fifty thousand dollars per mile of road. No further issue will be made in Europe for certainly one year, and probably for a longer period. In addition to the usual security of a mortgage upon the railroad and its equipment, the further security of 500 acres of land is reserved by the terms of the trust deed against each £200 (or 1,000 dollars) bond, and the application of the proceeds of these lands (which cannot be otherwise appropriated) is, practically, a sinking fund, which is expected to retire the bonds before maturity. The Northern Pacific Railroad has been endowed by the Government of the United States with a grant of lands estimated at about sixty million acres. The bonds of the company are secured by a first and only mortgage on the road, its equipment and earnings, and by a Land-Grant which, on the completion of the road, will average about 23,000 acres to each mile of track. The bonds are exempt from United States taxation. They are at all times receivable at 110 U.S. currency in payment for the company's lands at their cash price. The trustees are required to apply the proceeds of all sales of lands to the purchase and cancellation of the bonds, and to the payment of interest thereon. The Land-Grant of the road, therefore, is practically a sinking fund, the operation of which may be expected to cancel and retire the bonded debt before it reaches maturity.

The Northern Pacific Loan introduced by Messrs. Jay Cooke, McCulloch & Co., close at 1¾ 2 premium. The books will close to-day for London and on Monday for the country.

The directors of the Somerset and Dorset Railway Company are prepared to receive subscriptinos for 18,000 shares of £20 each, being the extension capital of the company authorised to be created. The price of the extension shares now offered for subscription is £17 10s. per £20 share, and payment will be accepted in five instalments, extending over six months: £2 on each £20 share applied for, payable on application; £4 allotment; £4, 30th March, 1872; £4, 31st May, 1872; £3 10s., 31st July, 1872; total, £17 10s. Interest will accrue on the deposit and payment on allotment and on each subsequent instalment from the date of payment thereof, at the rate of 5 per cent. per annum, or equal to the rate of £5 14s. 3d. per cent. per annum on the price of issue. The interest to be payable half-yearly, on 1st January and 1st July in each year. The first payment of interest will take place on 1st July, 1872. The object of the extension is to connect by an unbroken narrow gauge the two great systems of the Midland Railway and London and South Western Railway, which will be effected by the extension to Bath of the present line of the Somerset and Dorset Railway, thus permitting of through traffic, without change of carriage between the North and South and West of England, via the Midland Railway. The existing line of the Somerset and Dorset Railway, opened and in work, is 66 miles in length, and the extension line to Bath will be about 26 miles, making a total, when completed, of 92 miles. The extension line passes through a district rich in valuable limestone, Bath freestone, and in iron ore, for the smelting of which large works have for some years been in successful operation in the neighbourhood; it also passes through the centre of the Somersetshire coalfield at Radstock, and will convey that coal direct from the pits, and without break of gauge, to Bath, and to the towns and districts of the London and South Western Railway, extending from Basingstoke, Salisbury, and Portsmouth, on the south-east, to Exeter on the west, for which this coalfield in the nearest and cheapest source of supply.

At a meeting of the Board of the Anglo-American Telegraph Company, Limited, it was resolved to recommend the declaration of a dividend of £3 3s. 4d. per cent, making with the three interim dividends of 2 per cent. each already paid, £9 3s. 4d., for the eleven months ending the 31st December, 1971, being at the rate of ten per cent. per annum, free of income tax.

The subscription lists for the shares of the Rosario and Cordova Water Works Company, Limited, will be closed on Wednesday, the 17th inst., for London, and on Thursday, the 18th inst, for country applications. The shares are 1 to 1¼ prem.

HILARY TERM.—In the list of the common law rules, &c., for hearing in Hilary Term, there were 282 matters entered for hearing, besides causes ready for trial. In the Court of Queen's Bench, 37 rules in the new trial paper and one

or judgment; in the special paper, four for judgment and 51 for argument, besides nine rules, numbering 102. In the Common Pleas, 85, of which 55 were in special paper, county court appeals, and demurrers. There were 19 rules for new trials, and 11 cases standing for judgment, including two registration appeals. In the Exchequer of Errors and Appeals, it was stated "from the Court of Exchequer," there were 20 for argument and one for judgment; in the peremptory paper five, and in the special paper six for judgment, and 24 for argument; in the new trial paper two for judgment and 37 for argument, making 95.

ESTATE EXCHANGE REPORT.

AT THE MART.

Jan. 9.—By Messrs. Driver.

Chili, near the Port of Chanarai. The San Pedro and other copper mines, with plant, stores, &c. Sold £16,000.

Tres Puntas. House, yard, and store, ⅛th parts of two watering places, ⅛th parts of Colorado Silver Mine, also 9-48th parts of the Juana Silver Mine. Sold £350.

Marylebone-road. No. 53, Gloucester-place, term 16 years. Sold £430.

Jan. 10.—By Messrs. Edwin Fox & Bousfield.

City, No. 51, St. Mary-axe, freehold. Sold £7,700.

Lower Thames-street, No. 87, the lease and goodwill, term 21 years. Sold £1,000.

Woolwich Dockyard.—Lot 1, area 1a. 2r. 34p., with buildings thereon, freehold. Sold £6,750. Lot 2, area 3r. 33p., freehold. Sold £3,000. Lot 3, area 1a. 1r. 30p., freehold. Sold £3,950.

By Messrs. Venton, Bull & Cooper.

Leicester-square, No, 23, Princes-street, term 12 years. Sold £150.

Jan. 11.—By Messrs. C. C. & T. Moore.

Stepney. No. 196, Oxford-street, term 30 years. Sold £240.

Nos. 45 and 46, Charles-street, same term. Sold £340.

Commercial-road East. Nos. 65, 67, and 69, Lucas-street, term 20 years. Sold £330.

Limehouse. Nos. 13 and 14, George-street, copyhold. Sold £280.

Nos. 50 and 52, Samuel-street, same tenure. Sold £205.

Nos. 54, 56, and 58, adjoining. Sold £330.

Homerton. Brooksby-cottage, term 11½ years. Sold £10.

BIRTHS, MARRIAGES, AND DEATHS.

BIRTHS.

Anderson—On Jan. 8, at Roseneath, Cambridge-park, Twickenham, the wife of James T. Anderson, Esq., barrister-at-law, of a daughter.

Chancellor—On Jan. 6, at No. 38, Melville-street, Edinburgh, the wife of Edward Chancellor, W.S., of a son.

Stoker—On Jan. 9, at No. 46, Alexandra-road, St. John's-wood, the wife of W. C. Stoker, Esq., of Gray's-inn, solicitor, of a son.

Williams—On Jan. 6, at 1, Queen-square, S.W., the wife of R. G. Williams, barrister-at-law, of a daughter.

DEATHS.

Clowes—On Jan. 10, John Ellis Clowes, of The Elms, Iver, Bucks, late of Brunswick-square and of the Inner Temple, solicitor, in his 83rd year.

LONDON GAZETTES.

Professional Partnerships Dissolved.

Tuesday, Jan. 9, 1872.

Quinn, John, & Hugh Quinn, Lpool, Attorneys and Solicitors. Jan 3

Friendly Societies Dissolved.

Friday, Jan. 5, 1872.

Benevolent Female Benefit Society, Black Bull Inn, Ickornshaw, Cowling, Kildwick, York. Jan 3

Creditors under Estates in Chancery.

Last Day of Proof.

Tuesday, Jan. 9, 1872.

Haywood, Jonas, Hoyle Mill, nr Barnsley, York, Stone Merchant. Jan 24. Haywood v Outcliffe, M.R. Dibb, Barnsley

Wainwright, Wm, Lpool, Wine Dealer. Feb 8. Wainwright v Jones, Registrar, Lpool District

Creditors under 22 & 23 Vict. cap. 35.

Last Day of Claim.

Friday, Jan. 5, 1872.

Baker, Geo, Longport, Stafford, Gent. Feb 15. Keary & Marshall, Burslem-upon-Trent

Beeching, Saml, Ramsgate, Kent, Ship Builder. April 14. Snowdon, Ramsgate

Bradley, Wm, Withall, Worcester, Farmer. Feb 1. Buller & Pearse, Birm

Corner, Geo Ive, Lower Tooting, Surrey, Gent. Feb 5. Chapple, Carter-lane, Doctors'-commons

Lewis, Chas, Queen's sq, Bloomsbury, Esq. March 11. Fielder & Rumsey, Gutlibman-st, Doctors'-commons

Farnell, Wm Thos, Isleworth, Brewer. Feb 21. Farnell & Briggs, Isleworth

Garner, Jonathan, Bath, Doctor. Feb 15. Avery, Gloucester

Gilder, Wm Troward, Margate, Kent, Esq. Feb 10. Wadeson & Malleson, Austin Friars

Holland, Wm, Maida-vale, Gent. Feb 2. Hopgood, King William-st, Strand

Houghton, Thos, Inksip, Lancashire, Farmer. Feb 1. Cattley & Fryer, Preston

Johnson, Eliz, Edgbaston, Birm, Widow. Feb 1. Morgan, Birm

Lott, John Kingsbury, Orchard-cottages, Clarence-rd, Hackney. Feb 15. Billingshurst & Wood, Poultry

McNiel, David, Angel ct, Throgmorton-st, Stock Broker. March 4. Hughes & Sons, Chapel-st, Bedford-row

Page, Saml, Handsworth, Stafford, Timber Merchant. Feb 28. Thursfield, Wednesbury

Ramsden, Hy Jas, Portman-sq, Esq. March 1. Boodle & Partington, Davies-st, Berkeley-sq

Richardson, Thos, Newcastle-upon-Tyne, Stock Broker. April 5. Forster & Co, Newcastle-upon-Tyne

Ruffels, Richd, Thrandeston, Suffolk, Builder. Feb 6. Brook, Diss

Wheatley, Joseph Sherwood, Symond's-inn, Chancery-lane, Gent. March 2. Kerry, Gray's-inn-sq

Widdicombe, John, Plympton St Maurice, Devon. Feb 29. Pridham & Co. Plymouth

Wood, Chas, Cambridge-sq, Hyde-pk, Esq. March 3. Hooke & Street, Lincoln's-inn-fields

Tuesday, Jan. 9, 1872.

Beale, Charlotte. Fordingbridge, Hants, Widow. March 30. Stone & Co, Bath

Cooper, Wm, High Littleton, Somerset. March 1. Thomas & Hollams, Mincing-lane

Corbett, Joseph, Birm, Hotel Keeper. Feb 7. Cottrell, Birm

Courtman, Eliz, Ashton-under-Lyne, Lancashire, Spinster. Feb 10. Clayton, Ashton-under-Lyne

Devonsher, Louisa Charlotte, Hinton Charterhouse, Somerset. Feb 17. Plumbe

Driver, Mary Ann, Highbury-pk, Highbury, Widow. April 8. Rixon & Son, Gracechurch-st

Murchison, Sir Roderick Impey, Belgrave-sq. Feb 12. Boys & Tweedies, Lincoln's-inn-fields

Rotton, Wm, Sutton Coldfield, Warwick, Gent. Feb 7. Cottrell, Birm

Turner, Geo, Carlisle, Bacon Factor. Feb 6. Donald, Carlisle

Valentin, Caroline, Wigmore-st, Cavendish-sq, Spinster. Feb 15. Gower, Bury-ct, St Mary Axe

Wadsworth, Wm, Cheadle, Chester Gent. March 1. Chew & Sons, Manch

Willoughby, Michael Francklin, Kensington-gdns-sq, Major-Gen. Feb 10. Dawson & Co, Bedford-sq

Bankrupts.

Friday, Jan. 5, 1872.

Under the Bankruptcy Act, 1869.

Creditors must forward their proofs of debts to the Registrar.

To Surrender in London.

Francis, Thos Hy, Osnaburgh-ter, Regent's-pk, Manufacturing Jeweller. Pet Jan 2. Spring-Rice. Jan 19 at 11

To Surrender in the Country.

Bartlett, Robt Hy, Lpool, Attorney-at-Law. Pet Jan 3. Hime. Lpool, Jan 18 at 2

Doust, Stephen, Easthothly, Sussex, Miller. Pet Jan 3. Blaker. Lewes, Jan 17 at 11

Hoyle, Richd, Preston, Lancashire, Innkeeper. Pet Dec 19. Myres, Preston, Jan 24 at 11

Hughes, Chas Maurice, Croydon, Surrey, Gent. Pet Dec 29. Rowland. Wandsworth, Jan 19 at 2

Laurie, Hy Alex, Wigan, Lancashire, Draper. Pet Jan 2. Part. Wigan Jan 17 at 11

Parr, Wm, Patricroft, Lancashire, Grocer. Pet Dec 27. Hulton. Salford, Jan 17 at 11

Skoyles, Benj Howard. Pet Dec 28. Chamberlin. Gt Yarmouth, Jan 23 at 1.30

White, Wm, Chiddingly, Sussex, Grocer. Pet Jan 1. Blaker. Lewes, Jan 17 at 12

Tuesday, Jan. 9, 1872.

Under the Bankruptcy Act, 1869.

Creditors must forward their proofs of debts to the Registrar.

To Surrender in the Country.

Hoyland, Jas, Sheffield, Tobacconist. Pet Jan 2. Wake. Sheffield Jan 25 at 12

Magill, Hugh, Carlisle, Cumberland, Travelling Draper. Pet Jan 5. Halton. Carlisle, Jan 23 at 3

Pitt, Wm Robt, West Malvern, Worcester, Innkeeper. Pet Jan 6. Crisp. Worcester, Jan 23 at 12

Rooke, Hy, Rockborne, Hants, Shoemaker. Pet Jan 4. Wilson. Salisbury, Jan 22 at 3

BANKRUPTCIES ANNULLED.

Friday, Jan. 5, 1872.

Howe, Alfd Coy, Alford, Lincoln, Poulterer. Dec 29

Liquidation by Arrangement.

FIRST MEETINGS OF CREDITORS.

Friday, Jan. 5, 1872.

Allen, Edwd, Glossop, Derby, Paper Stainer. Jan 23 at 3, at the Clarence Hotel, Spring-gdns, Manch.

Austin, Saml, Northwich, Chester, Grocer. Jan 20 at 11, at office of Cheshire, Apple-market-st, Northwich

Banks, Hy, Edgbaston, Warwick, Iron Merchant. Jan 24 at 12, at office of Duignan & Co, Walsall

Bartlett, Robt Hy Wm, Lpool, Solicitor. Jan 27 at 2, at offices of Barrow, Queen-st, Wolverhampton

Bool, Hy, & Alfred Bool, Railway Arch, Salamanca-st, Vauxhall walk, Wheelwrights. Jan 22 at 2, at offices of Tilley & Shenton, Finsbury-pl South

Cadywould, Hy Geo, Gt Yarmouth, Norfolk, Upholsterer. Jan 20 at 12, at 1, South Quay, Gt Yarmouth. Palmer

Carter, Geo, Newton Abbot, Devon, Innkeeper. Jan 18 at 11, at the Queen's Hotel, Queen-st, Exeter. Fryer

Collins, Wm Hy, Cardiff, Publican. Jan 16 at 12, at offices of Stephens, Bute-cres, Bute Docks, Cardiff

Cooksey, John, Maidstone, Kent, Grocer. Jan 17 at half-past 12, at the Bridge House Hotel, London Bridge. Goodwin, Maidstone

Coombe, Saml, Harviat-rd, Holloway, Builder. Jan 23 at 1, at office of Boulton, Northampton-sq, Clerkenwell

Corbett, Chas, Adisham, Kent, out of business. Jan 23 at 4, at the Victoria Hotel, Castle-st, Dover. Minter, Dover

Dicker, John, Newington-causeway, Stay Maker. Jan 23 at 3, at 33, Gutter-lane. Davis, Old Jewry

Donk. Robt, Wokingham, Berks, Draper. Jan 20 at 3, at office of Beale, London-st, Reading

Dormer, Wm Hy, Bandon-rd, Bethnal Green, Assistant Relieving Officer. Jan 29 at 2, at office of Hutson, Upper Clifton-st Finsbury

Durrant, Thos, Gorleston, Suffolk, Fishing Boat Owner. Jan 16 at 12, at office of Cufaude, King-st, Gt Yarmouth

Edwards, Fredk Stuart, Lower Shadwell, Merchant. Jan 19 at 2, at office of Morris, Law Association-bldgs, Harrington-st, Lpool. Venn, Paper-bldgs, Temple

Farsm, Saml, Odd Rode, Chester, Grocer. Jan 29 at 11, at office of Sherratt, Market-st, Kidsgrove

Grand, John, King's-rd, Chelsea, Bootmaker. Jan 29 at 3, at offices of Godfrey, Basinghall-st. Watson, Basinghall-st

Gray, Jas, King-st, St George's East, Ship Block Maker. Jan 22 at 3. at offices of Salaman, King-st, Cheapside

Green, Wm, Kingsdown, Bristol, Grocer. Jan 17 at 12, at offices of Henderson & Salmon, Broad-st

Hall, John Barnes, Moreton-st West, Pimlico, Jeweller. Jan 22 at 12, at offices of Hales, Clifford's-inn, Fleet-st

Hewitson, John, Cockermouth, Cumberland, Ironmonger. Jan 17 at 2, at offices of Wicks, Castlegate, Cockermouth

Hill, Saml, St George's-rd, Southwark, Cabinet Bar Fitter. Jan 18 at 12, at offices of Foster, Chancery-lane

Horrocks, Jas. Over Hulton, nr Bolton, Lancashire, Manufacturing Chemist. Jan 17 at 2, at office of Ryley, Mawdsley-st, Bolton

Hutchinson, Wm, Bingham, Nottingham, Grocer. Jan 22 at 12, at offices of Cowley, St Peter's Church-walk, Nottingham

Jackson, Robinson, & Thos Hardy, Kingston-upon-Hull, Sailmakers. Jan 17 at 12, at offices of Stamp & Co, Quay-st-chambers, Kingston-upon-Hull

Jackson, Thos, Accrington, Lancashire, Draper. Jan 19 at 3, at the Clarence, Hotel, Spring-gdns, Manch. Barlow, New Accrington

Lackey, Thos, Manch, Milkseller. Jan 22 at half-past 3, at offices of Richardson, Lever-st, Manch

Law, John Broughton, Leicester, Ironfounder. Jan 16 at 1, at office of Owston, Friar-lane, Leicester

Lewis, Edwd, Worship-st, Finsbury, Printer. Jan 22 at 2, at the Masons' Hall Tavern, Masons'-avenue, Basinghall-st. Blackford & Riches, Gt Swan-alley, Moorgate-st

Locke, Hy, Gt Wilde-st, Lincoln's-inn-fields, Licensed Victualler. Jan 15 at 2, at the Masons'-hall Tavern, Masons'-avenue, Basinghall-st. Gowing, Basinghall-st

Meller, Thos, Altrincham, Chester, Grocer. Jan 22 at 11, at the Navigation-inn, Broadheath, Altrincham. Diron

Mos, Emanuel, St Mary Axe, Looking Glass Manufacturer. Jan 19 at 11, at the Guildhall Tavern, Guildhall-yd. Rooks & Co, King-st, Cheapside

Norwood, Rev Saml, Whalley, Lancashire. Jan 18 at 11, at the White Bull Hotel, Church-st, Blackburn. Eastham, Clitheroe

Picher, Thos, Margate, Kent, Coach Proprietor. Jan 13 at 2, at the Queen's Head Tavern, Margate. Marshall, Hatton-gdn

Preble, Fredk Thos, Benhill-rd, Brunswick-sq, Camberwell, Builder. Jan 15 at 2, at offices of Slater & Panneli, Guildhall-chambers, Basinghall-st. Milenam, Poultry

Price, Fras Ann, Lpool, Provision Dealer. Jan 18 at 3, at office of Nordon, Cook-st, Lpool

Price, John, Albert-ter, Albert-sq, Clapham-rd, Builder. Jan 15 at 2, at offices of Dalton & Jessett, St Clement's House, Clement's-lane, Lombard-st

Rands, Wm, Luton, Bedford, Station Master. Jan 12 at 2, at offices of Cogswell, Gracechurch-st

Rhodes, Wm Thos, Harrogate, York, Grocer. Jan 18 at 1, at offices of Hirst & Capes, Harrogate

Richardson, Brearley, Halifax, York, Bookseller. Jan 17 at 11, at offices of Norris & Foster, Crossley-st, Halifax

Sarah, Wm, Teignmouth, Devon, Innkeeper. Jan 18 at 2, at the Queen's Hotel, Queen-st, Exeter. Fryer

Satterie, John Jas, Landport, Hants, Com Agent. Jan 17 at 4, at office of King, Union-st, Portsea

Spencer, John Fras. & Walter Hy Brown, Birm, Grocers. Jan 16 at 3, at offices of Parry, Bennett's-hill, Birm

Talbot, Geo, Wacton, Norfolk, Carpenter. Jan 15 at 3, at office of Stanley, Bank-plain, Norwich

Thorne, Jas, St George's-pl, Knightsbridge, Milliner. Jan 25 at 11, at the Guildhall Coffee House, Gresham-st. Ashurst & Co., Old Jewry

Tombs, Edwd, Cow-cross-st, St Sepulchre's, Trimming Manufacturer. Jan 13 at 2, at 37, Cow-cross st. Drake, Basinghall-st

Tomkins, Chas, Manch, Architect, a Prisoner. Jan 18 at 12, at office of Crowther, Booth-st, Cooper-st, Manch

Tremain, Hy John, Ashcroft-rd, Grove-rd, Mile-end, Turner. Jan 23 at 3, at office of Green, Cannon-st

Tripp, Hy Howard, Bristol, Ale Merchant. Jan 15 at 12, at offices of Messrs Parsons, Athenæum-chambers, Nicholas-st, Bristol. Atchley, Bristol

Windsor, Jas, Hawthorn Farm, Somerset, Farmer. Jan 18 at 11, at the London Hotel, Taunton. Lovibond, Bridgwater

Woodward, Jas, Gloucester, Plumber. Jan 19 at 12, at offices of Jaynes, Clarence-st, Gloucester

TUESDAY, Jan. 9, 1872.

Adamson, Ranford, Redcar, York, Ironmonger. Jan 25 at 11, at offices of Brewster & Stubbs, Bridge-st West, Middlesborough

Brevers, Chas, Linthwaite, nr Huddersfield, York, Provision Dealer. Jan 22 at 11, at offices of Bottomley, New-st, Huddersfield

Bemister, Fredk Geo, Eastleigh, Hants, Draper. Jan 18 at 1, at the Guildhall Coffee-house, King-st, Cheapside. Killby, Southampton

Bennitt, Joseph Bourne, Powis-sq, Bayswater, Gent. Jan 22 at 3, at offices of Keays, Charles-st, St James's-sq

Blick, John, Birm, Carpenter. Jan 26 at 12, at offices of Beale & Co, Birm

Bonner, Robt, Brighton, Sussex, Plumber. Jan 24 at 3, at offices of Black & Co, Ship st, Brighton

Briden, Louisa, & John Briden, Birm, Machinists. Jan 23 at 12, at offices of Griffin, Bennett's-hill, Birm

Bright, John, Queen's-rd, Bayswater, Draper. Jan 26 at 3, at the Guildhall Coffee-house, Gresham-st. Piesse & Son, Old Jewry-chambers

Brooks, Wm John, Headley-heath, Worcester, Farmer. Jan 20 at 12, at offices of Rowlands, Ann-st, Birm

Burgess, Edwin, Tunstall, Stafford. Jan 25 at 11, at office of Cooper, John-st, Tunstall

Butler, Wm, Gt Yarmouth, Norfolk, Bootmaker. Jan 23 at 12, at office of Cufaude, King-st, Gt Yarmouth

Chalmers, John Templeton, Penzance, Cornwall, Travelling Draper. Jan 20 at 2, at office of Trevena, Princes-st, Truro

Charles, Wm Taylor, & John Andrew Charles, Sheffield, Steel Rollers. Jan 18 at 1, at the Old Council Hall, Norfolk-st, Sheffield. Broomhead & Co

Chetham, John, & Wm John Sandys, Stoke-upon-Trent, Stafford' Earthenware Manufacturers. Jan 18 at 11, at the Railway Hotel Stoke-upon-Trent. Litchfield, Newcastle

Coe, John Elijah, King's Lynn, Norfolk, Cork Manufacturer. Jan 17 at 12, at offices of Nurse, St James'-st, King's Lynn

Colley, Robt, Victoria-ter, Starch-green, Hammersmith, Builder. Jan 22 at 3, at offices of Simpson & Cullingford, Gracechurch-st

Connor, Jas, Aberdare, Glamorgan, Watchmaker. Jan 22 at 3, at the Queen's Hotel, Birm. Griffith, Quay-st, Cardiff

Cooper, Joseph, Burton-on-Trent, Stafford, Hat Manufacturer. Jan 22 at 3.30, at the White Bear Hotel, Manch. Simpson

Cox, John, Welshpool, Montgomery, Grocer. Jan 23 at 3, at offices of Howell & Co, Severn-st, Welshpool. Jones, Welshpool

Cumbers, Chas Alf, Romford, Essex, Cowkeeper. Jan 22 at 12, at office of Preston, Mark-lane

Davey, Thos, Rupert-rd, Upper Holloway, Builder. Jan 22 at 3, at offices of Leyton, jun, Gresham-st

Davies, Robt, Holywell, Flint, Innkeeper. Jan 29 at 11, at office of Davies, Well-st, Holywell

Dean, Randall, Milford-lane, Strand, Licensed Victualler. Jan 23 at 3, at 145, Cheapside. Armstrong, Old Jewry

Dutton, Mary, Huddersfield, York, Grocer. Jan 22 at 11, at offices of Hesp & Co, Station-st, Huddersfield

Duxbury, Edwd Houlton, Lower Rockliffe, Bacup, Lancashire, Tripe Dealer. Jan 22 at 3, at office of Tattersall, Bacup

Denton, Thos, East Ardsley, York, Butter Factor. Jan 18 at 1, at office of Barratt, Barstow-sq, Wakefield

Finch, Wm Peal, Canterbury, Butcher. Jan 24 at 12, at offices of De Lasaux, Stour-st, Canterbury

Gornall, John, Berriew, Montgomery, Plumber. Jan 24 at 12.30, at offices of Jones, Severn sq. Newtown

Griffiths, Edwd, Little Bolton, Lancashire, Builder. Jan 22 at 3, at offices of Murray, King-st. Manch

Hartley, Geo, Llangollen, Denbigh, Brewer. Jan 20 at 2, at the Royal Hotel, Llangollen. Marshall

Hartley, Thos, Tudhoe Grange, Durham, Mason. Jan 31 at 12, at office of Brignall, jun, Saddler st, Durham

Heath, Hy, Burton-on-Trent, Stafford, Butcher. Jan 26 at 3, at the County Hotel, St Mary-gate, Derby. Cranch & Rowe

Hogard, Abraham Fredk, High-st, Woolwich, Provision Dealer. Jan 22 at 3, at offices of Nind, Basinghall-st

Hudson, John, & Thomas Walmsley, Burnley, Lancashire, Builders. Jan 23 at 11, at office of Hartley, Nicholas-st, Burnley.

Johnston, John Alex, & Gustaf Ehrenreich Ross, Leadenhall-st, Comm Merchants. Jan 30 at 2, at the Corn Exchange Tavern, Mark-lane. Willoughby & Co, Clifford's-inn

Jordan, Chas, Blaenafon, Monmouth, Cordwainer. Jan 17 at 3, at the Lion Hotel, Broad-st, Blaenafon. Greenway & Bytheway, Pontypool

Kershaw, Robt Edmund, Salford, Lancashire, Innkeeper. Jan 24 at 3, at offices of Guest, Cooper-st, Manch

Lloyd, Thos, & Fredk Jas Lloyd, Old-st, Shoreditch, & Hy Lloyd. Goodman's-yd, Minories, Steel Mill Workers. Jan 22 at 1, at office of Rice, Lincoln's-inn-fields

Lowe, Andrew, Bradford, York, Draper. Jan 23 at 3, at offices of Lees & Co, Albion-ct, Bradford

Mackay, Colin Jas, Lpool, Comm Merchant. Jan 23 at 3, at offices of Forrest, Kenwick-st, Lpool

Powell, Hy, Manch, Comm Traveller. Jan 19 at 2, at office of Ward, Cotham-st, Strangeways, Manch

Price, Jas, Maidenhead, Berks, Builder. Jan 20 at 1, at the White Hart Inn, Maidenhead. Soames, New-inn, Strand.

Robinson, Margaret, Lpool, Hosier. Jan 24 at 3, at office of Masters & Fletcher, North John-st, Lpool

Smyth, Robt, Leeds, Butter Merchant. Jan 19 at 11, at offices of Pullan, Bank-chambers, Park-row, Leeds

Squires, Hy, George-yd, Princes-st, Soho, Gun Barrel Maker. Jan 26 at 2, at office of Truedtt, Essex-ct, Middle Temple

Terrell, Hy, Ashford, Middx. Jan 18 at 8, at office of Mussabini, Basinghall-st

Theobald, John, Cornwall-rd, Bayswater, Gent. Jan 22 at 12, at office of Plunkett, Gutter-lane

Thornton, Chas Joseph, Middlesborough, Draper. Jan 17 at 11, at office of Greener & Co., Station-st, Middlesborough

Turnbull, Jas. Crouch End, Hornsey, Grocer. Jan 22 at 12, at offices of Carter & Bell, Leadenhall-st

Walker, John, Salford, Lancashire, Comm Traveller. Jan 19 at 12, at office of Thompson, Oxford-chambers, Oxford-st

Ward, Seth, Bradford, York, Railway Porter. Jan 24 at 3, at offices of Lees & Co, Albion-ct, Bradford

Webb, John, Brimpton, Berks, Cattle Dealer. Jan 16 at 11, at the White Hart Inn, Newbury. Cave, Newbury

White, Geo Walter, Parkstone, Dorset, out of business. Jan 18 at 10, at the New Inn, Wimborne Minster. Moore, Wimborne Minster.

Wyatt, Wm, Gt Chapel-st, Oxford-st, Licensed Victualler. Jan 23 at 2, at offices of Blackford & Riches, Gt Swan-alley, Moorgate-st